PATENT ASSIGNMENT COVER SHEET

SUBMISSION TYPE: NEW ASSIGNMENT
NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTARES AUDIO TECHNOLOGIES LLC</td>
<td>10/18/2016</td>
</tr>
</tbody>
</table>

RECEIVING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: CORBELL STRUCTURED EQUITY PARTNERS, L.P., AS</td>
<td>ADMINISTRATIVE AGENT</td>
</tr>
<tr>
<td>Street Address: 12400 WILSHIRE BLVD., SUITE 645</td>
<td></td>
</tr>
<tr>
<td>City: LOS ANGELES</td>
<td></td>
</tr>
<tr>
<td>State/Country: CALIFORNIA</td>
<td></td>
</tr>
<tr>
<td>Postal Code: 90025</td>
<td></td>
</tr>
</tbody>
</table>

PROPERTY NUMBERS Total: 3

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patent Number</td>
<td>5727074</td>
</tr>
<tr>
<td>Patent Number</td>
<td>5973252</td>
</tr>
<tr>
<td>PCT Number</td>
<td>US2012020820</td>
</tr>
</tbody>
</table>

CORRESPONDENCE DATA

Fax Number: (949)725-4100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9497254000
Email: amina@sycr.com
Correspondent Name: ARNOLD V. MINA
Address Line 1: STRADLING YOCCA CARLSON & RAUTH
Address Line 2: 660 NEWPORT CENTER DRIVE, SUITE 1600
Address Line 4: NEWPORT BEACH, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER: 103864-0002
NAME OF SUBMITTER: ARNOLD V. MINA
SIGNATURE: /Arnold V. Mina/
DATE SIGNED: 02/06/2017

Total Attachments: 5
source= Patent Security Agreement#page1.tif
PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made on October 18, 2016, by and among the Grantee listed on the signature pages hereof (“Grantee”), and CORBEL STRUCTURED EQUITY PARTNERS, L.P., as administrative agent (“Agent”) for the benefit of the Purchasers (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of October 18, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”) by and among Antares Audio Technologies LLC, a Delaware limited liability company (“Company”) and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Note Purchase Agreement by executing an Addendum (Company, and such other Subsidiaries are sometimes individually referred to herein as an “Issuer” and collectively referred to herein as “Issuers” or “Issuer”), the Purchasers of the Notes named therein (the “Purchasers”) and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantee hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantee hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantee’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):
   (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule 1;
   (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
   (c) all products and proceeds of the foregoing, including any claim by such Grantee against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.
3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new patent rights in accordance with the terms of the Security Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ANTARES AUDIO TECHNOLOGIES LLC

By: [Signature]
Name: James Goldfard
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CORBEL STRUCTURED EQUITY PARTNERS, L.P.

By: Corbel Capital Advisors, LLC,
Its: General Partner

By: Corbel Management, LLC
Its: Manager

By: [Signature]
Name: Jeffrey B. Schwartz
Title: Manager

(Signature Page to Patent Security Agreement)
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR: ANTAARES AUDIO TECHNOLOGIES LLC

By: 
Name: James Goldfarb
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT: CORBEL STRUCTURED EQUITY PARTNERS, L.P.

By: Corbel Capital Advisors, LLC,
Lts: General Partner

By: Corbel Management, LLC
Lts: Manager

By: 
Name: Jeffrey B. Schwartz
Title: Manager

(Signature Page to Patent Security Agreement)
### SCHEDULE I
to
PATENT SECURITY AGREEMENT

#### Patents

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>US</td>
<td>Pitch Detection and Intonation Correction Apparatus and Method</td>
<td>5973252</td>
<td>10/14/1998</td>
</tr>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>US</td>
<td>Virtual Tuning of a Guitar (Micro Tuning)</td>
<td>US2012/020820</td>
<td>1/10/2012</td>
</tr>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>Germany</td>
<td>Pitch Detection and Intonation Correction Apparatus and Method</td>
<td>69814666.2-08</td>
<td></td>
</tr>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>United Kingdom</td>
<td>Pitch Detection and Intonation Correction Apparatus and Method</td>
<td>1027697</td>
<td></td>
</tr>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>Japan</td>
<td>Pitch Detection and Intonation Correction Apparatus and Method</td>
<td>3681334</td>
<td></td>
</tr>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>Japan</td>
<td>Virtual Tuning of a Stringed Instrument</td>
<td>5514965</td>
<td>1/10/12</td>
</tr>
<tr>
<td>Antares Audio Technologies LLC</td>
<td>PCT</td>
<td>Virtual Tuning of a Stringed Instrument</td>
<td>WO 2012/096991</td>
<td>1/10/12</td>
</tr>
</tbody>
</table>

#### Patent Licenses