

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4957631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRANSOM LOUD HOLDINGS CORP.	10/13/2017
LOUD AUDIO, LLC	10/13/2017
LOUD HOLDINGS, LLC	10/13/2017
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 27	
Property Type	Number
Patent Number:	9215524
Patent Number:	9219954
Patent Number:	7920712
Patent Number:	8891791
Patent Number:	D726689
Patent Number:	D726159
Patent Number:	8081766
Patent Number:	9661418
Application Number:	14683009
Patent Number:	D685766
Patent Number:	D715266
Patent Number:	D690683
Patent Number:	D720724
Patent Number:	D788076
Patent Number:	D755157
Patent Number:	D762192
Patent Number:	D670266
Patent Number:	D673928

PATENT

Property Type	Number
Patent Number:	D674766
Patent Number:	D676827
Patent Number:	D698751
Patent Number:	D705191
Patent Number:	D705754
Patent Number:	D711350
Patent Number:	D736179
Patent Number:	D746264
Application Number:	62452250

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: MORGAN, LEWIS & BOCKIUS LLP

Address Line 1: 1111 PENNSYLVANIA AVENUE, NW

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-0660

NAME OF SUBMITTER: FELICIA D. GORDON

SIGNATURE: /Felicia D. Gordon/

DATE SIGNED: 05/11/2018

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 13th day of October, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 13, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **TRANSOM LOUD HOLDINGS CORP**, a Delaware corporation (“Parent”), **LOUD AUDIO, LLC**, a Delaware limited liability company (Loud Audio), **MARTIN AUDIO LIMITED**, a private limited liability company incorporated in England and Wales (“Martin Audio”, and together with Loud Audio and any other Person that joins the Credit Agreement as a “Borrower” in accordance with the terms thereof, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective permitted successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Guarantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 13, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 Grantor 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all

of such Grantor'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 including those referred to on Schedule I;
- (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 Grantor 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, the other members of the Lender Group, the Bank Product Providers or any of them, 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, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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 prompt notice in writing to Agent with respect to any such new patent rights. 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 is a Loan Document. 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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.

GRANTORS:

TRANSOM LOUD HOLDINGS CORP,
a Delaware corporation

By: Ken Firtel
Name: Ken Firtel
Title: Vice President and Secretary

LOUD AUDIO, LLC,
a Delaware limited liability company

By: Ken Firtel
Name: Ken Firtel
Title: Vice President and Secretary

LOUD HOLDINGS, LLC,
a Delaware limited liability company

By: Ken Firtel
Name: Ken Firtel
Title: Vice President and Secretary

[Signature page to Patent Security Agreement]

AGENT:

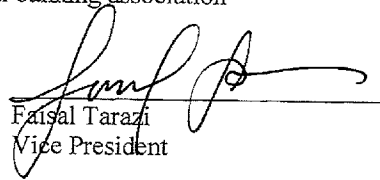
ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:

Name: Faisal Tarazi

Title: Vice President

A handwritten signature in black ink, appearing to read 'Faisal Tarazi', is written over a horizontal line. The signature is stylized with a large, looping 'F' and a trailing flourish.

[Signature page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	App. No.	App. Date	Reg. No.	Reg. Date
Loud Audio, LLC	USA	Acoustic Horn Manifold	14/489340	9/17/2014	9215524	12/15/2015
Loud Audio, LLC	USA	Acoustic Horn Manifold	13/832817	3/15/2013	9219954	12/22/2015
Loud Audio, LLC	USA	Coaxial Mid-Frequency and High-Frequency Loudspeaker	11/450900	6/8/2006	7920712	4/5/2011
Loud Audio, LLC	USA	Computing Device Docking Tray for Audio Mixer	13/352992	1/18/2012	8891791	11/18/2014
Loud Audio, LLC	USA	Control Cap	29/446274	2/21/2013	D726689	4/14/2015
Loud Audio, LLC	USA	Control Knob	29/446273	2/21/2013	D726159	4/7/2105
Loud Audio, LLC	USA	Creating Digital Signal Processing (DSP) Filters to Improve Loudspeaker Transient Response	11/368554	3/6/2006	8081766	12/20/2011
Loud Audio, LLC	USA	Method and System for Large Scale Audio System	14/727780	6/1/2015	9661418	5/23/2017
Loud Audio, LLC	USA	Method and System for Large Scale Audio System	14/683009	4/9/2015		
Loud Audio, LLC	USA	Portable Audio Mixer	29/411212	1/18/2012	D685766	7/9/2013
Loud Audio, LLC	USA	Portable Audio Mixer	29/457083	6/6/2013	D715266	10/14/2014
Loud Audio, LLC	USA	Portable Audio Mixer Dock	29/433548	10/1/2012	D690683	10/1/2013
Loud Audio, LLC	USA	Portable Audio Mixer Dock	29/457080	6/6/2013	D720724	1/6/2015

Loud Audio, LLC	USA	Portable Digital Mixer	29/547764	12/7/2015	D788076	5/30/2017
Loud Audio, LLC	USA	Portable Sound System	29/511099	12/5/2014	D755157	5/30/2016
Loud Audio, LLC	USA	Portable Sound System	29/530677	6/18/2015	D762192	7/26/2016
Loud Audio, LLC	USA	Speaker	29/403628	10/7/2011	D670266	11/6/2012
Loud Audio, LLC	USA	Speaker	29/403505	10/6/2011	D673928	1/8/2013
Loud Audio, LLC	USA	Speaker	29/403507	10/6/2011	D674766	1/22/2013
Loud Audio, LLC	USA	Speaker	29/403506	10/6/2011	D676827	2/26/2013
Loud Audio, LLC	USA	Speaker	29/429737	8/15/2012	D698751	2/4/2014
Loud Audio, LLC	USA	Speaker	29/429811	8/16/2012	D705191	5/20/2014
Loud Audio, LLC	USA	Speaker	29/429810	8/16/2012	D705754	5/27/2014
Loud Audio, LLC	USA	Speaker	29/446128	2/20/2013	D711350	8/19/2014
Loud Audio, LLC	USA	Speaker	29/499724	8/18/2014	D736179	8/11/2015
Loud Audio, LLC	USA	Speaker	29/512448	12/18/2014	D746264	12/29/2015
Loud Audio, LLC	USA	Systems and Methods for Adaptive Zone Control of a Large Scale Audio System	62/452250	1/30/2017		
Loud Audio, LLC	Canada	Portable Sound System ¹	162683	5/27/2015	162683	2/23/2016

¹ Industrial Design.