

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5043298

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
BRAVEN LC		07/06/2018
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90404	
PROPERTY NUMBERS Total: 35		
Property Type	Number	
Patent Number:	9985676	
Patent Number:	9854344	
Application Number:	15825008	
Application Number:	15399730	
Application Number:	15444326	
Application Number:	15470885	
Application Number:	15333019	
Patent Number:	D804449	
Patent Number:	D794604	
Patent Number:	9883265	
Application Number:	15379361	
Patent Number:	D719932	
Patent Number:	D813839	
Patent Number:	D803189	
Patent Number:	D807324	
Patent Number:	9609435	
Patent Number:	D715766	
Patent Number:	D715258	
Patent Number:	D770423	
Patent Number:	D741839	
PATENT		

Property Type	Number
Application Number:	29512631
Application Number:	29543593
Application Number:	29632755
Application Number:	29642124
Application Number:	15992151
Application Number:	15854684
Application Number:	29626763
Application Number:	29550366
Application Number:	29613881
Application Number:	29628370
Application Number:	29589791
Application Number:	29589648
Application Number:	29589654
Application Number:	29589651
Application Number:	29589655

CORRESPONDENCE DATA

Fax Number:

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: 3122014000

Email: kristina.bunker@goldbergkohn.com

Correspondent Name: GOLDBERG KOHN LTD. C/O KRISTINA BUNKER

Address Line 1: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.400
NAME OF SUBMITTER:	KRISTINA BUNKER
SIGNATURE:	/kb/
DATE SIGNED:	07/10/2018

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of July 6, 2018, is made by BRAVEN LC, a Utah limited liability company (together with its successors and assigns, the "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders"), and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrower.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the patent Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all letters patent to which Grantor now or hereafter has title, as well as any application for letters patent now or hereafter owned by Grantor including, without limitation,

any such patent or application in the United States Patent and Trademark Office (including, without limitation, those patents and patent applications listed on Exhibit A to this Agreement);

(ii) all reissues, divisions, continuations, continuations-in-part, and extensions of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing; and

(iv) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Patent Security Agreement as of the date first written above.

GRANTOR:

BRAVEN LC, a Utah limited liability company

By: 

Name: Andy Pustell

Title: CEO

AGREED AND ACCEPTED:

this 6th day of July, 2018

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 

Name: Brandi Petrucci

Title: Authorized Signatory

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

Title	App. No. App. Date	Patent / Pub. No. Issue / Pub. Date	Status	Owner
Multi-channel mixing console	15174963 6/6/2016	9985676 5/29/2018	Issued	BRAVEN LC
Wireless earphones and earphones charging case	15396685 1/1/2017	9854344 12/26/2017	Issued	BRAVEN LC
Smart diaper changing pad	15825008 11/28/2017	20180106664 4/19/2018	Pending	BRAVEN LC
Interactive remotely controllable portable wireless speaker system	15399730 1/5/2017	20180063311 3/1/2018	Pending	BRAVEN LC
Portable speaker with features for vehicle integration and system	15444326 2/27/2017	20170251305 8/31/2017	Pending	BRAVEN LC
Battery-powered stereo speaker assembly having power connection for charging a handheld device	15470885 3/27/2017	20170201831 7/13/2017	Pending	BRAVEN LC
Wireless speaker having user configurable strap	15333019 10/24/2016	20170195763 7/6/2017	Pending	BRAVEN LC
Wireless speaker	29550572 1/5/2016	D804449 12/5/2017	Issued	BRAVEN LC
Wireless speaker	29550464 1/4/2016	D794604 8/15/2017	Issued	BRAVEN LC
Wireless speaker and system	14987731 1/4/2016	9883265 1/30/2018	Issued	BRAVEN LC
Protective cover for portable wireless speaker and protective cover system	15379361 12/14/2016	20170180838 6/22/2017	Pending	BRAVEN LC INCIPIO, LLC
Battery-powered speaker for handheld devices	29453807 5/2/2013	D719932 12/23/2014	Issued	BRAVEN LC
Water-resistant, battery-powered speaker	29543642 10/27/2015	D813839 3/27/2018	Issued	BRAVEN LC
Water-resistant, battery-powered speaker	29545282 11/11/2015	D803189 11/21/2017	Issued	BRAVEN LC
Wireless speaker system	29522866 4/2/2015	D807324 1/9/2018	Issued	BRAVEN LC
Battery-powered stereo speaker assembly having power connection for charging a handheld device	13648276 10/9/2012	9609435 3/28/2017	Issued	BRAVEN LC
Water-resistant, battery-powered speaker for handheld devices	29455121 5/16/2013	D715766 10/21/2014	Issued	BRAVEN LC
Battery-powered speaker for handheld devices	29453975 5/3/2013	D715258 10/14/2014	Issued	BRAVEN LC
Water-resistant, battery-powered speaker for handheld devices	29506907 10/21/2014	D770423 11/1/2016	Issued	BRAVEN LC
Battery-powered speaker for handheld devices	29506253 10/14/2014	D741839 10/27/2015	Issued	BRAVEN LC
BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	29/512,631 12/21/2014		Allowed	BRAVEN LC
BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	29/543,593 10/26/2015		Pending	BRAVEN LC
WIRELESS SPEAKER AND SYSTEM	29/632,755		Pending	BRAVEN LC

Title	App. No. App. Date	Patent / Pub. No. Issue / Pub. Date	Status	Owner
	1/9/2018			
WATER-RESISTANT, BATTERY-POWERED SPEAKER	29/642,124 3/27/2018		Pending	BRAVEN LC
MULTI-CHANNEL MIXING CONSOLE	15/992,151 5/29/2018		Pending	BRAVEN LC
WIRELESS EARPHONES AND EARPHONES CHARGING CASE	15/854,684 12/26/2017		Pending	BRAVEN LC
WATER-RESISTANT, BATTERY-POWERED SPEAKER	29/626,763 11/20/2017		Pending	BRAVEN LC
EAR HOOKS AND EARPHONES	29/550,366 1/3/2016		Pending	BRAVEN LC
WIRELESS SPEAKER	29/613,881 8/14/2017		Pending	BRAVEN LC
WIRELESS SPEAKER SYSTEM	29/628,370 12/4/2017		Pending	BRAVEN LC
RUGGED SPEAKER WITH STRAP	29/589,791 1/4/2017		Pending	BRAVEN LC
RUGGED SPEAKER	29/589,648 1/3/2017		Pending	BRAVEN LC
RUGGED SPEAKER	29/589,654 1/3/2017		Pending	BRAVEN LC
RUGGED SPEAKER	29/589,651 1/3/2017		Pending	BRAVEN LC
RUGGED SPEAKER	29/589,655 1/3/2017		Pending	BRAVEN LC