

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5326523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE ECHO DESIGN GROUP, INC.	12/17/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	100 PARK AVENUE
<b>Internal Address:</b>	3RD FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8755555
Patent Number:	8528117
Patent Number:	D683327
Patent Number:	D649329
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<i>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.</i>	
<b>Phone:</b>	8007130755
<b>Email:</b>	james.murray@wolterskluwer.com
<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ROBIN RILEY
<b>SIGNATURE:</b>	/Robin Riley/
<b>DATE SIGNED:</b>	01/15/2019
<b>Total Attachments: 6</b>	
source=Echo Design - Patent Security Agreement with Cover Page#page1.tif	
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source=Echo Design - Patent Security Agreement with Cover Page#page4.tif  
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source=Echo Design - Patent Security Agreement with Cover Page#page6.tif

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

THE ECHO DESIGN GROUP, INC.

Execution Date(s): December 17, 2018

Additional names of conveying parties attached?

☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Name: Wells Fargo Bank, National Association

Internal  
Address:

Street Address: 100 Park Avenue, 3<sup>rd</sup> Floor

City: New York

State: NY

Country: USA Zip: 10017

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

**3. Nature of conveyance:**

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of  
Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☒ Other Patent Security Agreement

**4. Application or patent number(s)**

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

**See Attached Schedule A**

**See Attached Schedule A**

Additional numbers attached? ☒ Yes ☐ No

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: rriley@otterbourg.com

**6. Total number of applications and registrations involved: 4**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$**

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information:**

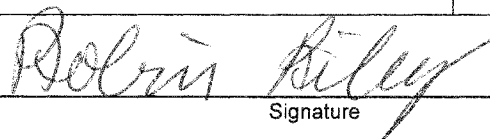
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

**9. Signature:**

  
Signature

Robin Riley  
Name of Person Signing

December 26, 2018

Date

Total number of pages including cover sheet, attachments,  
and document. 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of December 17, 2018, is made by **THE ECHO DESIGN GROUP, INC.**, a corporation organized under the laws of the State of New York ("Grantor") in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** ("Lender"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and between Grantor and Lender.

**WHEREAS**, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

**WHEREAS**, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, Grantor has agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Patent Office ("USPTO").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Patent Collateral");

(a) the Patents and Patent applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Patents");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

4. Other Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Patent Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

6. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

**THE ECHO DESIGN GROUP, INC.,** as  
Grantor

By: 

Name: Susan Farrell

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Lender

By: \_\_\_\_\_

Name: Robert J. Ostrowe

Title: Authorized Signatory

Patent Security Agreement

**PATENT**  
**REEL: 048857 FRAME: 0366**

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

THE ECHO DESIGN GROUP, INC., as  
Grantor

By: \_\_\_\_\_

Name: Susan Farrell

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Lender

By: 

Name: Robert J. Ostrowe

Title: Authorized Signatory

Patent Security Agreement

PATENT  
REEL: 048857 FRAME: 0367

**SCHEDULE 1**

**PATENTS**

<b>PATENT NO.</b>	<b>TITLE</b>
8,755,555	Adjustable and convertible audio headphones
8,528,117	Gloves for touchscreen use
D683,327	Adjustable and convertible audio headphones
D649,329	Patches for a glove