506228204 08/31/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6274948

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		SECURITY INTEREST					
CONVEYING PARTY I		Nama	Han Data				
			tion Date				
CLAIR GLOBAL CORF	2. (F/K/A C	LAIR BROTHERS AUDIO ENTERPRISES, INC.) 08/27/20	J20				
RECEIVING PARTY D	ΑΤΑ						
Name:		CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT LLC, AS ADMINISTRATIVE AGENT					
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City:	BOSTC	BOSTON					
State/Country:	MASSA	MASSACHUSETTS					
Postal Code:	02110	02110					
PROPERTY NUMBERS Total: 2							
Property Type		Number					
		09599515					
Application Number: 0926		09267395					
CORRESPONDENCE							
Fax Number:		(212)751-4864					
		the e-mail address first; if that is unsuccessful, it will b	e sent				
•	•	; if that is unsuccessful, it will be sent via US Mail.					
		2129061209					
		ICA.BAJADA-SILVA@LW.COM AM & WATKINS LLP, C/O JESSICA BAJADA-SILVA					
•		885 THIRD AVE					
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ATTORNEY DOCKET N	NUMBER:	017637-2080					
NAME OF SUBMITTER		JESSICA BAJADA-SILVA					
SIGNATURE:		/s/ Jessica Bajada-Silva					
DATE SIGNED:		08/31/2020					
Total Attachments: 4		I					
source=Clair - Notice of		ecurity Interst in Patents [Executed - Dated]					
(117396661.5)(1174481	04.2)#pag	e1.tif					
source=Clair - Notice of	Grant of S	ecurity Interst in Patents [Executed - Dated]					

(117396661.5)(117448104.2)#page2.tif source=Clair - Notice of Grant of Security Interst in Patents [Executed - Dated] (117396661.5)(117448104.2)#page3.tif source=Clair - Notice of Grant of Security Interst in Patents [Executed - Dated] (117396661.5)(117448104.2)#page4.tif Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Fulton Bank, as First Lien Collateral Agent and Carlyle Global Credit Investment Management L.L.C., as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of August 27, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "<u>Agreement</u>") by and among the Grantors party thereto (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and Carlyle Global Credit Investment Management L.L.C., as administrative agent (the "<u>Administrative Agent</u>") for the Secured Parties referenced therein, the undersigned Grantor has granted, and hereby does grant, to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in and a right to set off against (i) the patents and patent applications shown on <u>Schedule 1</u> attached hereto, (ii) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in part) and renewals of any of the foregoing and improvements thereon, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world ("<u>Patent Collateral</u>").

The undersigned Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing Patent Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any patent or patent application.

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PATENT REEL: 053639 FRAME: 0984 Very truly yours,

CLAIR GLOBAL CORP., as Grantor

By:

Name: Troy A: Clair Title: President and CEO

CLAIR BROTHERS AUDIO SYSTEMS, LLC as

Grantor By:

Name: Troy A. Clair Title: President and CEO

Acknowledged and Accepted:

CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT L.L.C., as Administrative Agent

By: Joshua Ufkowity Name: Joshua Lefkowitz Title: Managing Director

[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTERST IN PATENTS]

PATENT REEL: 053639 FRAME: 0986

SCHEDULE 1

List of Patents

Patent #	Title	Grant	Current	App#/File
		Date	Owner	Date
US Pat No.	LOUDSPEAKER-	Aug. 31,	Clair Bros.	US Appl
7,787,645	TRANSDUCER	2010	Audio	12/325,128,
	ARRAY		Systems	filed Nov 28,
			LLC	2008
US Pat No.	OPTIMIZED	Dec. 21,	Clair Bros.	US Appl
7,856,115	MOVING-COIL	2010	Audio	12/325,131,
	LOUDSPEAKER		Systems	filed Nov. 28,
			LLC	2008
US Pat No.	LOUDSPEAKER	May 28,	Clair	US Appl
6,394,223	WITH DIFFERENTIAL	2002	Brothers	09/599,515
	ENERGY DISTRIBUTION IN		Audio	filed Jun. 23,
	VERTICAL AND		Enterprises,	2000
	HORIZONTAL		Inc. ¹	
	PLANES			
US Pat No.	LOUDSPEAKER	September	Clair	US Appl
6,112,847	WITH	5, 2000	Brothers	09/267,395,
	DIFFERENTIATED		Audio	filed Mar. 15,
	ENERGY		Enterprises,	1999
	DISTRIBUTION IN		Inc.	
	VERTICAL AND			
	HORIZONTAL			
	PLANES			

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PATENT REEL: 053639 FRAME: 0987

RECORDED: 08/31/2020

¹ Clair Brothers Audio Enterprises, Inc. was merged with and into Clair Global Corp. on May 1, 2018.