

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SONOS, INC.		05/16/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3083624	SONOS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	358802		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		
Date:	05/24/2006		

CH \$40.00 3083624

Total Attachments: 7

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SONOS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SILICON VALLEY BANK
Internal Address: _____
Street Address: 3003 Tasman Drive
City: Santa Clara State: CA Zip: 95054

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 05/16/06

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 3,083,624

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corporation
Internal Address: _____
ATTN: CAREY LENING

Street Address: 1023 15th Street, NW,
Suite 401
City: Washington State: DC Zip: 20005


6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn  May 23, 2006
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 16, 2006 by and between SILICON VALLEY BANK ("Bank") and SONOS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Grantor will register with the United States Patent and Trademark Office its material patents and trademarks and additional material patent and trademark rights developed or acquired, including revisions or additions to any product before the sale or licensing of the product to any third party or if such rights are otherwise material.

Grantor represents and warrants to Bank that it now has no copyrights registered with the United States Copyright Office. Further, if and to the extent Grantor desires to so register any copyrightable materials, Borrower shall at such time (i) provide Bank with at least 30 days prior written notice of the proposed registration of any such copyrightable materials with the United States Copyright Office; (ii) provide Bank with a copy of the application for any such registration; and (iii) execute such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's security interest therein and in the proceeds thereof, to the extent Bank determines that any additional action is required or desired.

Grantor will (i) protect, defend and maintain the validity and enforceability of the Intellectual Property and promptly advise Bank in writing of material infringements of Intellectual Property material to the Grantor's business and (ii) not allow any Intellectual

Property material to Grantor's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SONOS, INC

By: 

Title: CHIEF FINANCIAL OFFICER

BANK:

SILICON VALLEY BANK

By: 

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Design patent around Controller	29/199,212	2/11/04
Multi-zone synchronization (multiple claims)	10/816,217	4/1/04
Method and apparatus for managing a playlist	11/126,871	5/11/04
Method and system for controlling amplifiers	10/845,805	5/15/04
Method and apparatus for automatically enabling subwoofer channel audio based on detection of subwoofer device	10/845,925	5/15/04
System and Method for Operating a Sensed Power Device over Data Wiring	10/852,938	5/24/04
Method and apparatus for controlling zone players in a multi-zone system	10/861,653	6/5/04
Establishing a secure wireless network with minimum human intervention	11/147,116	6/6/05
Method for minimizing DC Offset in Amplifiers	10/862,902	6/7/05

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Sonos

3,083,624 (Class 09) 9/27/2005

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE