

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352704

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SRS Distribution, Inc. | | 08/25/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | UBS AG, Stamford Branch, as Agent | | |
| Street Address: | 677 Washington Boulevard | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86085959 | HERITAGE | |
| Serial Number: | 86277017 | HERITAGE WHOLESALERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123037064 | | |
| <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> | | | |
| Phone: | 212.318.6824 | | |
| Email: | christinedionne@paulhastings.com | | |
| Correspondent Name: | Christine Dionne c/o Paul Hastings LLP | | |
| Address Line 1: | 75 East 55th Street | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 91825.00052 (ABL) | | |
| NAME OF SUBMITTER: | Christine Dionne | | |
| SIGNATURE: | /Christine Dionne/ | | |
| DATE SIGNED: | 08/26/2015 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 25, 2015, is made by the entity listed as Grantor on the signature pages hereto (the “**Grantor**”), in favor of UBS AG, Stamford Branch, in its capacity as collateral agent for the Loan Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of February 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Term Loan Agreement, as such term is defined in the Security Agreement), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) its patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) its copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the Term Loan Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

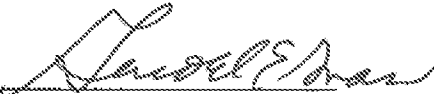
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property (including (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, and (iii) all products and proceeds of the foregoing).

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

This Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

[Signature Pages Follow]

SRS DISTRIBUTION INC.,
as Grantor

By: 
Name: Garold E. Swan
Title: Vice President, CFO and Treasurer

[Signature Page to Intellectual Property Security Agreement (ABL)]

TRADEMARK
REEL: 005608 FRAME: 0965

ACCEPTED AND ACKNOWLEDGED BY:

UBS AG, STAMFORD BRANCH,
as Agent

By: Denise Bushee
Name: Denise Bushee
Title: Associate Director

By: KC
Name: Kenneth Chin
Title: Director
Banking Products Services, US

[Signature Page to Intellectual Property Security Agreement (ABL)]

**Schedule I
Trademarks**

U.S. Trademark Registrations

None.

U.S. Trademark Applications

| Company | Country | Mark Docket No. | Application Number/ Application Date | Registration Number/ Registration Date |
|-----------------------------|---------------|--|---|---|
| SRS Distribution Inc. | United States | HERITAGE & Design | 86/085,959 10/08/2013 | 4,533,390 05/20/2014 |
| SRS Distribution Inc. | United States | HERITAGE WHOLESALE & Design | 86/277017 5/9/14 | 4,663,005 12/30/14 |

Schedule II
Patents

United States Patent Registrations

1. Registrations

None.

2. Applications

None.

Schedule III
Copyrights

United States Copyright Registrations

1. Registrations

None.