

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SR HOMEDICS, LLC		01/29/2016	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as agent		
Street Address:	2600 West Big Beaver Road, Suite 445		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4202938	SOL REPUBLIC	
Registration Number:	4867368	SOL REPUBLIC	
Registration Number:	4265370	SOS	
Registration Number:	4254873	SOUNDTRACK OF LIFE	
Registration Number:	4403442	TRACKS	
Registration Number:	4717255	POWERTRACKS	
Registration Number:	4792135	SUPER POWER WIRELESS	
Registration Number:	4646080	TRACKS AIR	
Registration Number:	4867485	DECK	
Registration Number:	4819431	SHADOW	
Serial Number:	86597479	NO STRINGS ATTACHED	
Serial Number:	86113092	SUPERIOR SOUND UNCHAINED	
Serial Number:	86341857	PUNK	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	312.269.1506		
Email:	pcyngier@jonesday.com		
TRADEMARK			

CH \$340.00 4202938

Correspondent Name: Scott J. Moore
Address Line 1: 77 WEST WACKER DRIVE
Address Line 4: CHICAGO, OHIO 60606

ATTORNEY DOCKET NUMBER: 739326-605016

NAME OF SUBMITTER: Pamela J. Cyngier

SIGNATURE: /Pamela J. Cyngier/

DATE SIGNED: 02/03/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2016 (this "Agreement"), is made by SR HOMEDICS, LLC, a Michigan limited liability company ("SR Homedics"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, SR Homedics has become party to that certain Loan, Security and Guarantee Agreement, dated as of August 22, 2012, originally among FKA Distributing Co., LLC, a Michigan limited liability company (the "Parent"), certain other subsidiaries of the Parent, the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, SR Homedics is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all obligations and liabilities (including, without limitation, the Obligations) from time to time owing under and pursuant to the Loan Agreement and the other Loan Documents; and

WHEREAS, SR Homedics has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SR Homedics agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. SR Homedics hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of SR Homedics's right, title and interest throughout the world, whether now or hereafter existing or acquired by SR Homedics, in and to the following ("Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common Law rights relating to the foregoing, and (ii) the right to obtain all reissues,

extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to SR Homedics of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by SR Homedics for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. SR Homedics does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS , WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other

electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

SR HOMEDICS, LLC,
a Michigan limited liability company

By:  _____

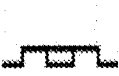
Name: Alon D. Kaufman



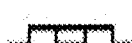
Title: Manager



BANK OF AMERICA, N.A.,
as Agent

By: *Kiera M. Mullasky*
Name: *Kiera Mullasky*
Title: *Vice President*

SCHEDULE I
to Trademark Security Agreement

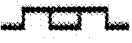

Trademark	Owner	Status in Trademark Office	Reg./Appl. No.	Filed/Reg. Date	Country
SOL REPUBLIC	SR HoMedics, LLC	Registered	4,202,938	4-Sep-2012	United States
SOL REPUBLIC	SR HoMedics, LLC	Registered	4,867,368	08-Dec-2015	United States
	SR HoMedics, LLC	Registered	4,265,370	25-Dec-2012	United States
SOUNDTRACK OF LIFE	SR HoMedics, LLC	Registered	4,254,873	4-Dec-2012	United States
TRACKS	SR HoMedics, LLC	Registered	4,403,442	17-Sep-2013	United States
NO STRINGS ATTACHED	SR HoMedics, LLC	Pending	86/597,479	14-Apr-2015	United States
POWERTRACKS	SR HoMedics, LLC	Registered	4717255	07-Apr-2015	United States
SUPER POWER WIRELESS	SR HoMedics, LLC	Registered	4792135	11-Aug-2015	United States
TRACKS AIR	SR HoMedics, LLC	Registered	4,646,080	25-Nov-2014	United States
DECK	SR HoMedics, LLC	Registered	4867485	08-Dec-2015	United States
FREEFLEX	SR HoMedics, LLC	Not filed	-	-	United States
SUPERIOR SOUND UNCHAINED	SR HoMedics, LLC	Pending	86/113,092	07-Nov-2013	United States
PUNK	SR HoMedics, LLC	Pending	86/341,857	07-18-2014	United States
SHADOW	SR HoMedics, LLC	Registered	4819431	22-Sep-2015	United States

SOL REPUBLIC	SR HoMedics, LLC	Registered	1,532,845	07-Aug 2014	Australia
	SR HoMedics, LLC	Registered	1,532,839	01-May- 2014	Australia
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	1563276	10-Jul-2014	Australia
JAX	SR HoMedics, LLC	Not yet filed	-	-	Australia
RELAYS	SR HoMedics, LLC	Not yet filed	-	-	Australia
MMMDI	SR HoMedics, LLC	Registered	1648691	15-Jan-2015	Australia
PUNK	SR HoMedics, LLC	Not yet filed	-	-	Australia
SHADOW	SR HoMedics, LLC	Registered	1661561	26-Mar-2015	Australia
SOL REPUBLIC	SR HoMedics, LLC	Pending	84/037,9960	28-Dec-2012	Brazil
	SR HoMedics, LLC	Pending	840379978	28-Dec-2012	Brazil
MUSIC MADE ME DO IT	SR HoMedics, LLC	Not yet filed	-	-	Brazil
SOL REPUBLIC	SR HoMedics, LLC	Holding pending receipt of first use date	-	-	Canada
	SR HoMedics, LLC	Holding pending receipt of first use dates.	-	-	Canada
MUSIC MADE ME DO IT	SR HoMedics, LLC	Pending	1632092	20- June- 2013	Canada
SOL REPUBLIC	SR HoMedics, LLC	Registered	9467617	7-Jul-2012	China

SOL REPUBLIC	SR HoMedics, LLC	Registered	9467596	21-Dec-2012	China
	SR HoMedics, LLC	Registered	13005377	21-Feb-2015	China
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	12788531	14-Apr-2015	China
JAX	SR HoMedics, LLC	Not yet filed	-	-	China
RELAYS	SR HoMedics, LLC	Not yet filed	-	-	China
PUNK	SR HoMedics, LLC	Not yet filed	-	-	China
SHADOW	SR HoMedics, LLC	Pending	-	-	China
SOL REPUBLIC	SR HoMedics, LLC	Registered	009969395	6-Jun-2012	European Community
	SR HoMedics, LLC	Registered	011431939	15-May- 2013	European Community
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	012870168	8-Oct-2014	European Community
TRACKS AIR	SR HoMedics, LLC	Registered	012480919	21-May- 2014	European Community
RELAYS	SR HoMedics, LLC	Registered	012464913	5/19/2014	European Community
MMMDI	SR HoMedics, LLC	Registered	012873551	30-Sep-2014	European Community
PUNK	SR HoMedics, LLC	Not yet filed	-	-	European Community
SHADOW	SR HoMedics, LLC	Registered	013516381	31-Mar-2015	European Community
SOL REPUBLIC	SR HoMedics, LLC	Registered	302481859	28-Dec-2012	Hong Kong

	SR HoMedics, LLC	Registered	302481886	28-Dec-2012	Hong Kong
SOL REPUBLIC	SR HoMedics, LLC	Pending	2450243	27-Dec-2012	India
	SR HoMedics, LLC	Pending	2450244	27-Dec-2012	India
SOL REPUBLIC	SR HoMedics, LLC	Registered	5467868	3-Feb-2012	Japan
	SR HoMedics, LLC	Registered	5585013	24-May- 2013	Japan
JAX	SR HoMedics, LLC	Not yet filed	-	-	Japan
RELAYS	SR HoMedics, LLC	Not yet filed	-	-	Japan
MMMDI	SR HoMedics, LLC	Registered	5759517	17-Apr-2015	Japan
PUNK	SR HoMedics, LLC	Not yet filed	-	-	Japan
SOL REPUBLIC	SR HoMedics, LLC	Registered	4010265100000	07-Mar-2014	Korea
	SR HoMedics, LLC	Registered	401017780000	3-Dec-2013	Korea
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	4500497050000	05-Jun-2014	Korea
JAX	SR HoMedics, LLC	Not yet filed	-	-	Korea
TRACKS AIR	SR HoMedics, LLC	Pending	40-2014-2743	14-Jan-2014	Korea
RELAYS	SR HoMedics, LLC	Not yet filed	-	-	Korea
MMMDI	SR HoMedics, LLC	Registered	4011219710000	06-Aug-2015	Korea

PUNK	SR HoMedics, LLC	Not yet filed	-	-	Korea
SHADOW	SR HoMedics, LLC	Pending	4020150008632	04-Feb-2015	Korea
SOL REPUBLIC	SR HoMedics, LLC	Registered	1363602	29-Apr-2013	Mexico
	SR HoMedics, LLC	Registered	1377801	25-Jun-2013	Mexico
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	1564838	19-Aug-2015	Mexico
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	1577613	06-Oct-2015	Mexico
SOL REPUBLIC	SR HoMedics, LLC	Registered	970604	18-Jun-2013	New Zealand
	SR HoMedics, LLC	Registered	970605	25-Mar-2015	New Zealand
	SR HoMedics, LLC	Registered	994116	01-Jul-2014	New Zealand
MUSIC MADE ME DO IT	SR HoMedics, LLC	Registered	979387	24-Dec-2013	New Zealand
JAX	SR HoMedics, LLC		-	-	New Zealand
RELAYS	SR HoMedics, LLC	Not yet filed	-	-	New Zealand
PUNK	SR HoMedics, LLC	Not yet filed	-	-	New Zealand
SHADOW	SR HoMedics, LLC	Registered	1009654	28-May- 2015	New Zealand
SOL REPUBLIC	SR HoMedics, LLC	Registered	513528	19-May- 2014	Russia
	SR HoMedics, LLC	Registered	513527	19-May- 2014	Russia

SOL REPUBLIC	SR HoMedics, LLC	Registered	01647661	01-Jun-2014	Taiwan
	SR HoMedics, LLC	Registered	01647662	01-Jun-2014	Taiwan
SOL REPUBLIC	SR HoMedics, LLC	Registered	4-0231512-000	16-Sep-2014	Vietnam
	SR HoMedics, LLC	Registered	4-0231513-000	16-Sep-2014	Vietnam