

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
McIntosh Laboratory, Inc.		07/17/2017	Corporation: DELAWARE
Audio Research Corporation		07/17/2017	Corporation: MINNESOTA
McIntosh Group, Inc.		07/17/2017	Corporation: DELAWARE
Wadia Digital, LLC		07/17/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	200 Public Square
Internal Address:	7th Floor, CM64
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	86621945	WORLD OF MCINTOSH
Serial Number:	86656306	PRYMA WOM
Serial Number:	86621953	WOM
Registration Number:	5106668	PRYMA WOM
Registration Number:	5073780	SUMIKO
Registration Number:	4789321	BEHIND THE SOUND
Registration Number:	4777815	MCINTOSH
Registration Number:	4674713	HXD
Registration Number:	4670638	HXD
Registration Number:	4454936	MCINTOSH
Registration Number:	4378833	
Registration Number:	4175831	LEGENDARY
Registration Number:	3283379	DYNAMIC POWER MANAGER
Registration Number:	3218463	4DPM8
Registration Number:	2709210	MCINTOSH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2303852	LD/HP
Registration Number:	2022091	MCINTOSH
Registration Number:	2035338	MCINTOSH
Registration Number:	1106001	MCINTOSH
Registration Number:	1090016	POWER GUARD
Registration Number:	0980278	MC
Registration Number:	0656034	MCINTOSH
Registration Number:	4537407	INTUITION
Registration Number:	4537404	WADIA
Registration Number:	1681040	WADIA
Registration Number:	4149408	A I
Registration Number:	4448248	DIGIMASTER
Registration Number:	2965136	AUDIO RESEARCH
Registration Number:	1959958	AUDIO RESEARCH
Registration Number:	1906337	THERE IS ONLY ONE REFERENCE
Registration Number:	1513373	HIGH DEFINITION
Registration Number:	1098429	HIGH DEFINITION
Registration Number:	1004442	AUDIO RESEARCH

CORRESPONDENCE DATA

Fax Number:

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.

Email: kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal

Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6795.014

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 07/18/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of July, 2017 by MCINTOSH GROUP, INC., a Delaware corporation ("McIntosh"), AUDIO RESEARCH CORPORATION, a Minnesota corporation ("Audio"), MCINTOSH LABORATORY, INC., a Delaware corporation ("Laboratory") and WADIA DIGITAL, LLC, a Delaware limited liability company ("Wadia"; collectively with McIntosh, Audio and Laboratory, the "Grantors" and each individually a "Grantor"), in favor of THE HUNTINGTON NATIONAL BANK (the "Lender");

WITNESSETH

WHEREAS, Grantors, certain of their affiliates and Lender are parties to that certain Credit and Security Agreement of even date herewith (as the same may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lender; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Lender a lien upon and security interest in substantially all of the assets of such Grantor including all right title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Lender, a continuing lien upon and security interest in such Grantor's entire right, title and interest in and to the following (all of

the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Lender that:

(i) Such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(ii) Such Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. [Reserved].

5. Product Quality. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem reasonably necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the commitments of Lender to lend under the Credit Agreement shall have been terminated, each Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and each Grantor shall give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any such Trademarks.


7. Duties of Grantors. Each Grantor shall file and prosecute diligently any trademark applications pending as of the date hereof or hereafter.

8. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, each Grantor shall, at the reasonable request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 8 in accordance with the terms of the Credit Agreement.

9. Cumulative Remedies; Power of Attorney. Lender hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and Lender's commitments under the Credit Agreement to lend have been terminated. Each Grantor hereby further acknowledges and agrees that the use by Lender of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Lender to such Grantor.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


MCINTOSH GROUP, INC.

By: 
Name: Giovanni Palacardo
Title: Treasurer

MCINTOSH LABORATORY, INC.

By: 
Name: Giovanni Palacardo
Title: Treasurer

WADIA DIGITAL LLC

By: 
Name: Giovanni Palacardo
Title: Treasurer

AUDIO RESEARCH CORPORATION

By: 
Name: Giovanni Palacardo
Title: Treasurer

Agreed and Accepted
As of the Date First Written Above

**THE HUNTINGTON NATIONAL BANK, as
Lender**

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

MCINTOSH GROUP, INC.

By: _____
Name: _____
Its: _____

MCINTOSH LABORATORY, INC.

By: _____
Name: _____
Its: _____

WADIA DIGITAL LLC

By: _____
Name: _____
Its: _____

AUDIO RESEARCH CORPORATION

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

**THE HUNTINGTON NATIONAL BANK, as
Lender**

By: Walter Castillo
Name: WALTER CASTILLO
Its: VICE PRESIDENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
WORLD OF MCINTOSH	86621945	NA	NA	McIntosh Group, Inc.
PRYMA WOM	86656306	NA	NA	McIntosh Group, Inc.
WOM	86621953	NA	NA	McIntosh Group, Inc.
PRYMA WOM	86980928	5106668	12/20/16	McIntosh Group, Inc.
SUMIKO	86396476	5073780	11/01/16	McIntosh Group, Inc.
BEHIND THE SOUND	86474054	4789321	08/11/15	McIntosh Laboratory, Inc.
MCINTOSH	86020976	4777815	07/21/15	McIntosh Laboratory, Inc.
HXD	86288148	4674713	01/20/15	McIntosh Laboratory, Inc.
HXD	86285690	4670638	01/13/15	McIntosh Laboratory, Inc.
MCINTOSH	85931512	4454936	12/24/13	McIntosh Laboratory, Inc.
None (Design only)	85700156	4378833	08/06/13	McIntosh Laboratory, Inc.
LEGENDARY	77268646	4175831	07/17/12	McIntosh Laboratory, Inc.
DYNAMIC POWER MANAGER	76625392	3283379	08/21/07	McIntosh Laboratory, Inc.
4DPM8	76625394	3218463	03/13/07	McIntosh Laboratory, Inc.
MCINTOSH	76427065	2709210	04/22/03	McIntosh Laboratory, Inc.
LD/HP	75537056	2303852	12/28/99	McIntosh Laboratory, Inc.
MCINTOSH	75040373	2022091	12/10/96	McIntosh Laboratory, Inc.
MCINTOSH	75040372	2035338	02/04/97	McIntosh Laboratory, Inc.
MCINTOSH	73152397	1106001	11/14/78	McIntosh Laboratory, Inc.
POWER GUARD	73091479	1090016	04/25/78	McIntosh Laboratory, Inc.
MC	72426024	0980278	12/24/57	McIntosh Laboratory, Inc.
MCINTOSH	72016614	0656034	03/12/74	McIntosh Laboratory, Inc.
INTUITION	86091873	4537407	05/27/14	Wadia Digital LLC
WADIA	86091819	4537404	05/27/14	Wadia Digital LLC
WADIA	74121980	1681040	03/31/92	Wadia Digital LLC
A I	85422436	4149408	05/29/12	Wadia Digital LLC
DIGIMASTER	85440258	4448248	12/10/13	Wadia Digital LLC
AUDIO RESEARCH	78386822	2965136	07/05/05	Audio Research Corporation
AUDIO RESEARCH	74605641	1959958	03/02/96	Audio Research Corporation
THERE IS ONLY ONE REFERENCE	74343100	1906337	07/18/95	Audio Research Corporation

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
HIGH DEFINITION	73660586	1513373	11/22/88	Audio Research Corporation
HIGH DEFINITION	73122401	1098429	08/01/78	Audio Research Corporation
AUDIO RESEARCH	72366882	1004442	02/11/75	Audio Research Corporation