

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442758

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| U.S. Bank National Association, as Administrative Agent | | 09/07/2017 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Baltic Latvian Universal Electronics, LLC |
| Street Address: | 5706 Corsa Avenue, Suite 102 |
| City: | Westlake Village |
| State/Country: | CALIFORNIA |
| Postal Code: | 91362 |
| Entity Type: | Limited Liability Company: CALIFORNIA |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Serial Number: | 85963003 | NESSIE |
| Registration Number: | 4334945 | BLUE SPARK |
| Registration Number: | 4338793 | BLUE SPARK DIGITAL |
| Registration Number: | 4334561 | BLUE TIKI |
| Registration Number: | 4046213 | REACTOR |
| Registration Number: | 3820962 | BLUE MICROPHONES |
| Registration Number: | 3744469 | SNOWBALL |
| Registration Number: | 3744470 | SNOWFLAKE |
| Registration Number: | 3744471 | BLUE |
| Registration Number: | 3737880 | ICICLE |
| Registration Number: | 3772672 | MIKEY |
| Registration Number: | 3807377 | POWERSTREAM |
| Registration Number: | 3329984 | WOODPECKER |
| Registration Number: | 3329919 | 8 BALL |
| Registration Number: | 3051413 | ROBBIE THE MIC PRE |
| Registration Number: | 2888480 | BABY BOTTLE |
| Registration Number: | 2959024 | DRAGONFLY |
| Registration Number: | 2885841 | MOUSE |

CH \$640.00 85963003

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 2883775 | CACTUS |
| Registration Number: | 2883776 | BOTTLE |
| Registration Number: | 2816854 | CRANBERRY |
| Registration Number: | 2816852 | BLUEBERRY |
| Registration Number: | 2816853 | KIWI |
| Registration Number: | 2770612 | BLUE |
| Registration Number: | 1846545 | SUMMIT AUDIO INC. |

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding, LLP

Address Line 4: Atlanta, GEORGIA 30309

| | |
|--------------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | TreeLine/Blue22036.015010 |
| NAME OF SUBMITTER: | Carol Fraser |
| SIGNATURE: | //Carol Fraser// |
| DATE SIGNED: | 09/12/2017 |

Total Attachments: 5

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**RELEASE OF CONFIRMATORY GRANT
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of September 7, 2017, by U.S. Bank National Association, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of Baltic Latvian Universal Electronics, LLC, a California limited liability company (the "Company").

WHEREAS, the Company, the lenders party thereto (the "Lenders"), and the Secured Party, as one of the Lenders, swing line lender, administrative agent for the Lenders, and letter of credit issuer (in such capacity, the "Agent"), are all parties to a Credit Agreement dated as of July 12, 2013, as amended by that certain Waiver and First Amendment to Credit Agreement dated as of August 28, 2015, that certain Waiver and Second Amendment to Credit Agreement dated as of September 30, 2016, and that certain Third Amendment to Credit Agreement dated as of March 30, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of July 12, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of July 12, 2013 (the "Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Confirmatory Grant was recorded with the United States Patent and Trademark Office against the Trademark Collateral on July 17, 2013 at Reel number 5072 and Frame number 0686; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grant, as the case may be.

2) Termination and Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral,

including, without limitation, the trademarks listed on Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party


By: 
Name: Richard A. Clemmensen
Title: SVP

Exhibit A

| Mark | App. No. / Filing Date | Reg. No. / Reg. Date |
|--|-------------------------------|-----------------------------|
| NESSIE | 85963003 18-JUN-2013 | |
| BLUE SPARK | 85756120 17-OCT-2012 | 4334945 14-MAY-2013 |
| BLUE SPARK DIGITAL | 85756209 17-OCT-2012 | 4338793 21-MAY-2013 |
|  TIKI | 85732833 19-SEP-2012 | 4334561 14-MAY-2013 |
| REACTOR | 85007721 06-APR-2010 | 4046213 25-OCT-2011 |
| BLUE MICROPHONES | 77869670 10-NOV-2009 | 3820962 20-JUL-2010 |
| SNOWBALL | 77769333 26-JUN-2009 | 3744469 02-FEB-2010 |
| SNOWFLAKE | 77769338 26-JUN-2009 | 3744470 02-FEB-2010 |
|  | 77769343 26-JUN-2009 | 3744471 02-FEB-2010 |
| ICICLE | 77581129 29-SEP-2008 | 3737880 12-JAN-2010 |
| MIKEY | 77581137 29-SEP-2008 | 3772672 06-APR-2010 |
| POWERSTREAM | 76662360 29-JUN-2006 | 3807377 22-JUN-2010 |
| WOODPECKER | 76622542 29-NOV-2004 | 3329984 06-NOV-2007 |
|  | 76578170 27-FEB-2004 | 3329919 06-NOV-2007 |
| ROBBIE THE MIC PRE | 76578171 27-FEB-2004 | 3051413 24-JAN-2006 |

Exhibit A


| Mark | App. No. / Filing Date | Reg. No. / Reg. Date |
|--|-------------------------------|-----------------------------|
| BABY BOTTLE | 76509392 25-APR-2003 | 2888480 28-SEP-2004 |
| DRAGONFLY | 76509393 25-APR-2003 | 2959024 07-JUN-2005 |
| MOUSE | 76509394 25-APR-2003 | 2885841 21-SEP-2004 |
| CACTUS | 76509395 25-APR-2003 | 2883775 14-SEP-2004 |
| BOTTLE | 76509396 25-APR-2003 | 2883776 14-SEP-2004 |
| CRANBERRY | 76509399 25-APR-2003 | 2816854 24-FEB-2004 |
| BLUEBERRY | 76509390 25-APR-2003 | 2816852 24-FEB-2004 |
| KIWI | 76509391 25-APR-2003 | 2816853 24-FEB-2004 |
| BLUE | 76072797 19-JUN-2000 | 2770612 07-OCT-2003 |
|  Summit Audio Inc. | 74346406 07-JAN-1993 | 1846545 26-JUL-1994 |

Exhibit A