

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hearos, LLC		10/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3443961	SLEEP PRETTY IN PINK	
<b>Registration Number:</b>	5325871	DAZZLEARS	
<b>Registration Number:</b>	4145476		
<b>Registration Number:</b>	4592948	HEAROS	
<b>Registration Number:</b>	1787441	HEAROS	
<b>Registration Number:</b>	5179996	PEACE & COFFEE	
<b>Registration Number:</b>	4963561	PLUG IN.	
<b>Registration Number:</b>	4592951	SLEEP PRETTY IN PINK	
<b>Registration Number:</b>	4705086	THE FUTURE IS HEAR	
<b>Serial Number:</b>	87585390	THE SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		

OP \$265.00 3443961

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 11/02/2018

**Total Attachments: 5**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This First Lien Trademark Security Agreement, dated as of October 31, 2018 (this “**Trademark Security Agreement**”), is made by the Domestic Loan Parties signatory hereto (each, individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Citizens Bank, N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among PIP Buyer, Inc., a Delaware corporation, the Lenders party thereto from time to time and the Agent.

**WITNESSETH:**

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantors, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof

delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

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

**GRANTORS:**

HEAROS, LLC

By: 

Joseph Milot, Jr.


Its: President

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006473 FRAME: 0885**

AGREED AND ACCEPTED  
as of the date first written above:

**CITIZENS BANK, N.A.,**  
as Agent

By:   
Name: Jacqueline VanDeventer  
Title: Managing Director

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
Hearos, LLC	SLEEP PRETTY IN PINK	App 77171421	Reg 3443961
Hearos, LLC	DAZZLEARS	App 87389450	Reg 5325871
Hearos, LLC		App 85330051	Reg 4145476
Hearos, LLC	<b>HEAROS</b>	App 86188179	Reg 4592948
Hearos, LLC	HEAROS	App 74299607	Reg 1787441
Hearos, LLC	Peace & Coffee	App 87118625	Reg 5179996
Hearos, LLC	Plug In.	App 86752712	Reg 4963561
Hearos, LLC	<i>Sleep Pretty</i>	App 86189150	Reg 4592951
Hearos, LLC	The Future is Hear	App 86179109	Reg 4705086
Hearos, LLC	THE SHIELD	App 87585390	