

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETYMOTIC RESEARCH, INC.		04/22/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2S		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5511606	ER-15	
Registration Number:	5511607	ER-25	
Registration Number:	5511605	ER-9	
Registration Number:	5693748	MUSICIANS EARPLUGS	
Serial Number:	85147458	BLASTPLG	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	13312.644		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	04/22/2021		

CH \$140.00 5511606

Total Attachments: 6

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April 22, 2021

TRADEMARK SECURITY AGREEMENT

WHEREAS, ETYMOTIC RESEARCH, INC., an Illinois corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the First Amended and Restated Pledge and Security Agreement dated as of March 14, 2018 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

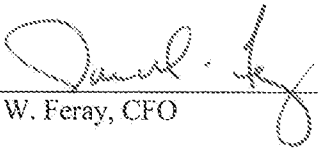
[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

ETYMOTIC RESEARCH, INC.

By: 
John W. Feray, CFO

SECURED PARTY:

JPMORGAN CHASE BANK, N.A

By: 
Logan Lanier, Authorized Signer

Schedule I
to Trademark

Security Agreement

TRADEMARKS

Registered Owner	Nature Debtor's Interest (e.g., licensee)	Mark	Country	Internal Reference Number	Classes	Goods & Services	Application Filing Date	Serial #	Registration Date	Registration Number	Status
Elymotic Research, Inc.	Owner	ER-15	United States	33974US01	010	010 - Hearing protection devices, namely, earplugs for noise reduction and structural parts therefor; ear plug accessories, namely, ear plug filters and ear plug cases	08/25/2017	87/583,272	07/10/2018	5,511,606	Registered
Elymotic Research, Inc.	Owner	ER-25	United States	33975US01	010	010 - Hearing protection devices, namely, earplugs for noise reduction and structural parts therefor; ear plug accessories, namely, ear plug filters and ear plug cases	08/25/2017	87/583,273	07/10/2018	5,511,607	Registered
Elymotic Research, Inc.	Owner	ER-9	United States	33973US01	010	010 - Hearing protection devices, namely, earplugs for noise reduction and structural parts therefor; ear plug accessories, namely, ear plug filters and ear plug cases	08/25/2017	87/583,270	07/10/2018	5,511,605	Registered
Elymotic Research, Inc.	Owner	ETYMOTIC	China	38863CN01	9, 10	9 - 1. headphones 2. insert earphones 3. integrated circuits 4. sound transmitting apparatus 5. megaphones 10 - 1. hearing aids 2. ear trumpets 3. hearing protectors 4. ear plugs [ear protection devices]	04/30/2015	16845305	12/07/2018	16845305	Registered
Elymotic Research, Inc.	Owner	ETYMOTIC	Canada	38863CA01			04/29/2016	1779912	04/30/2018	TMA995,542	Registered
Elymotic Research, Inc.	Owner	ETYMOTIC	Argentina	38863AR01	009	009 - 009: Headphones, earphones, sound transmitting apparatus, and replacement parts therefor		3642006	06/14/2019	2990016	Registered
Elymotic Research, Inc.	Owner	ETYMOTIC	Argentina	38863AR02	010	010 - 010: Hearing aids, hearing protectors, ear plugs (ear protection devices), audiometers, and replacement parts therefore		3642007	06/14/2019	2990017	Registered

TRADEMARK

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Registered Owner	Nature of Debtor's Interest (e.g., licensee)	Mark	Country	Internal Reference Number	Class	Goods & Services	Application Filing Date	Serial #	Registration Date	Registration Number	Status
Elymotic Research, Inc.	Owner	MUSICIANS EARPLUGS	United States	3391TUS01	010	010 - Hearing protection devices, namely, earplugs for noise reduction and structural parts therefor; ear plug accessories, namely, ear plug filters and ear plug cases	08/25/2017	877583,282	03/05/2019	5,693,748	Registered

TRADEMARK APPLICATIONS

Registered Owner	Nature of Debtor's Interest (e.g., licensee)	Mark	Country	Reference Number	Class	Goods & Services	Application Filing Date	Serial #	Status
Elymotic Research, Inc.	Owner	BLASTPLG	United States	35225US01	009	009 - Earplugs not for medical purposes	10/07/2010	85/147,458	Abandon Pending

LICENSES

None.

TRADEMARK

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RECORDED: 04/22/2021