

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonos, Inc.		10/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn St.		
Internal Address:	L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	6273178	SONOS BEAM	
Registration Number:	6195540	ONE	
Serial Number:	86241659	PLAY	
Registration Number:	5232857	PLAYBASE	
Registration Number:	4965100	SONOS	
Registration Number:	5764454	SONOS ONE	
Registration Number:	4965079	SONOS STUDIO	
Registration Number:	5375735	TRUEPLAY	
Registration Number:	4862180	SONOS	
Serial Number:	86194262	CONNECT	
Registration Number:	4726579	FILL YOUR HOME WITH MUSIC	
Registration Number:	4651516	PLAY:1	
Registration Number:	4480115	PLAY:5	
Registration Number:	4477181	PLAYBAR	
Serial Number:	90231025		
Registration Number:	6146846	SONAS	
Registration Number:	6099721	SONOS	
Registration Number:	4804212	SONOS	

OP \$665.00 6273178

Property Type	Number	Word Mark
Registration Number:	4804213	SONOS
Registration Number:	4802048	SONOS
Registration Number:	4802050	SONOS
Registration Number:	4802042	SONOS
Registration Number:	3083624	SONOS
Serial Number:	90289900	SONOS ARC
Serial Number:	90568411	SONOS ROAM
Serial Number:	87675615	WORKS WITH SONOS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/14/2021

Total Attachments: 6

source=Sonos - Trademark Security Agreement#page1.tif

source=Sonos - Trademark Security Agreement#page2.tif

source=Sonos - Trademark Security Agreement#page3.tif

source=Sonos - Trademark Security Agreement#page4.tif

source=Sonos - Trademark Security Agreement#page5.tif

source=Sonos - Trademark Security Agreement#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of October 13, 2021, by Sonos, Inc. (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Guarantee and Collateral Agreement, dated as of October 13, 2021 (the “Guarantee and Collateral Agreement”), in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative 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 of the Pledgor:

(a) all of the following now owned or hereafter acquired by the Pledgor: (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any); and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof and (ii) all goodwill associated therewith or symbolized thereby, including registrations and supplemental registrations in the United States Patent and Trademark Office and the right to obtain all renewals thereof, including those listed on Schedule I attached hereto; and

(b) all proceeds of any and all of the foregoing.

SECTION 3. 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 Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 and provisions of which are incorporated by reference herein as if fully set forth herein. 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SONOS, INC.

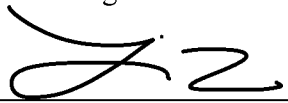
By: 

Name: Eddie Lazarus

Title: Chief Legal Officer





Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Timothy Lee
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications and Registrations:

Owner	Country	Title	Serial No.	Reg. No.	Reg. Date
Sonos, Inc.	United States	SONOS BEAM	87949684	6273178	02/16/21
Sonos, Inc.	United States	One	87/632,825	6195540	11/10/20
Sonos, Inc.	United States	PLAY	86/241,659		
Sonos, Inc.	United States	PLAYBASE	86/113,632	5,232,857	06/27/2017
Sonos, Inc.	United States	SONOS	86/238,716	4,965,100	05/24/2016
Sonos, Inc.	United States	Sonos One	87/632,820	5764454	05/28/19
Sonos, Inc.	United States	SONOS STUDIO	86/229,029	4,965,079	05/24/2016
Sonos, Inc.	United States	TRUEPLAY	86/759,827	5,375,735	01/09/2018
Sonos, Inc.	United States	SONOS and Design 	86/491,899	4862180	12/01/15
Sonos, Inc.	United States	CONNECT	86/194,262		
Sonos, Inc.	United States	FILL YOUR HOME WITH MUSIC	86/309,322	4726579	04/28/15
Sonos, Inc.	United States	PLAY:1	86/091,158	4651516	12/09/14
Sonos, Inc.	United States	PLAY:5	85/876,774	4480115	02/11/14
Sonos, Inc.	United States	PLAYBAR	85/885,358	4477181	02/04/14
Sonos, Inc.	United States	sound mark	90/231,025		
Sonos, Inc.	United States	SONAS	88/803,475	6146846	09/08/20
Sonos, Inc.	United States	SONOS	88/663,102	6099721	07/14/20
Sonos, Inc.	United States	SONOS & design 	86/575,079	4804212	09/01/15
Sonos, Inc.	United States	SONOS & design 	86/575,218	4804213	09/01/15
Sonos, Inc.	United States	SONOS stylized 	86/293,356	4802048	09/01/15

Sonos, Inc.	United States	SONOS	86/293,627	4802050	09/01/15
Sonos, Inc.	United States	SONOS	86/290,745	4802042	09/01/15
Sonos, Inc.	United States	SONOS	78/408,391	3083624	04/18/06
Sonos, Inc.	United States	SONOS ARC	90/289,900		
Sonos, Inc.	United States	SONOS ROAM	90/568,411		
Sonos, Inc.	United States	WORKS WITH SONOS & design	87/675,615		