

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sound Seal, Inc.		12/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	281 Tresser Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3851049	CERAMA CORE TILE BACKER BOARD	
Registration Number:	3065773	CERAZORB	
Registration Number:	3121217	IMPACTA	
Registration Number:	3664346	MULTI-FAMILY SILENCE BY SOUND SEAL	
Registration Number:	2340930	S SOUND SEAL	
Registration Number:	2830594	SOUND QUALITY	
Registration Number:	2786997	WOODTRENDS	
Registration Number:	4651901	PROCURVE	
Registration Number:	4651900	PROBASE	
Registration Number:	4706941	SOUND SEAL	
Registration Number:	4651902	VC300	
Registration Number:	4611590	WOODGRILL	
Registration Number:	3128902	INC	
Registration Number:	1011795	INC	
Registration Number:	1072666	SORBA-GLAS	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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>			

OP \$390.00 3851049

TRADEMARK

Phone: 860-275-8285
Email: jscheib@rc.com
Correspondent Name: Jacqueline P. Scheib
Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Jacqueline P. Scheib

SIGNATURE: /Jacqueline P. Scheib/

DATE SIGNED: 01/29/2016

Total Attachments: 16

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of December 23, 2015 between **SOUND SEAL, INC.**, a Delaware corporation ("Debtor"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender").

WHEREAS, on January 10, 2014, Debtor, Lender and others entered into the LSA; and

WHEREAS, under the terms of the LSA, Debtor has granted to Lender, for the benefit of itself and the other Secured Parties, a security interest in, among other property, certain intellectual property of Debtor and, in connection therewith, Debtor executed and delivered that certain Trademark Security Agreement (as amended from time to time, including, but not limited to, by that certain Amendment No. 1 to the Trademark Security Agreement dated as of October 31, 2014, the "Existing TSA") for recording with the United States Patent and Trademark Office; and

WHEREAS, Debtor and Lender desire to amend and restate the Existing TSA in substantially the form hereof, to include additional intellectual property acquired by Debtor after October 31, 2014, which shall amend and restate in its entirety the Existing TSA and shall be supplemental to the provisions contained in the LSA.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend and restate the Existing TSA to read as follows:

SECTION 1. Definitions: Interpretation.

(a) Terms Defined in LSA. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the LSA.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC.

"LSA" means that certain Loan and Security Agreement, dated as of January 10, 2014, by and among Debtor, Sound Seal Holdings, Inc., a Delaware corporation ("Parent"), the Subsidiary Guarantors from time to time party thereto and the Lender, as amended, restated, supplemented or otherwise modified from time to time.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the LSA shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Debtor to the Lender under the LSA, and as further security for the payment or performance in full of the Obligations, the Debtor hereby ratifies such security interest and grants to the Lender, for the benefit of the Secured Parties, a continuing security interest in all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including such marks, names and applications as described in Schedule A, but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), whether registered or unregistered and wherever registered, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all patents and patent applications, domestic or foreign (including such patents and patent applications as described in Schedule B), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all provisional, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all copyrights and copyright registrations (including such copyrights and copyright applications as described in Schedule C), whether registered or unregistered and wherever registered, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all domain name registrations together with all goodwill of the business connected with or symbolized by the domain names ("Domain Names") set forth in Schedule D hereto, including but not limited to all derivatives or variations, whether authorized or unauthorized;

(v) the social media ("Social Media") set forth in Schedule E hereto, together with all goodwill of the business connected with or symbolized by the Social Media;

(vi) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets

(vii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned Collateral and not otherwise described above; and

(viii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement and the LSA shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to LSA.

This Agreement has been entered into in conjunction with the security interests granted to the Lender for the benefit of the Secured Parties under the LSA or other security documents referred to therein. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the LSA or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to the Lender that a true and correct list of all of the existing Collateral consisting of U.S. and foreign common law marks and logos, trademark registrations, trademark applications, patents, patent applications, copyrights (whether unregistered or registered), domain registrations and Social Media owned by Debtor, in whole or in part, is set forth in Schedule A, Schedule B, Schedule C, Schedule D and Schedule E attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary and reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral,

including any documents for filing with the PTO, the Register of Copyrights, or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO or the Register of Copyrights, at the sole cost and expense of Debtor. In addition, Debtor authorizes the Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Lender. To the extent required by Section 7.3(a) of the LSA, if Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall promptly notify the Lender in a writing signed by Debtor of the brief details thereof and grant to the Lender, for the benefit of the Secured Parties, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Lender.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new trademarks, patents, copyrights, domain registrations or Social Media, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration, new patent applications or renewal or extension of any patent application, new copyright applications or renewal or extension of any copyright registration, Domain Names or renewals or extension of any Domain Names, or any new Social Media. Without limiting Debtor's obligations under this Section 6, Debtor authorizes the Lender unilaterally to modify this Agreement by amending Schedule A, Schedule B, Schedule C, Schedule D or Schedule E to include any such new rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A, Schedule B, Schedule C, Schedule D or Schedule E shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A, Schedule B, Schedule C, Schedule D or Schedule E.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Lender and their respective successors and assigns in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by the laws of the State of Connecticut, without giving effect to any conflict of laws principles (but giving effect to federal laws relating to national banks), except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the LSA, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the LSA. Notwithstanding the foregoing, the Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the LSA, the terms and provisions of

the LSA shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

Upon Full Payment of all Obligations and the termination of the Revolver Commitment, the security interests created by this Agreement shall terminate and the Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO or the Register of Copyrights.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices.

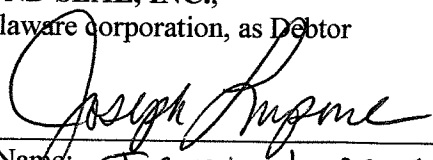
All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the LSA.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SOUND SEAL, INC.,
a Delaware corporation, as Debtor

By: _____


Name: Joseph Lupone
Title: CEO

WEBSTER BANK, NATIONAL ASSOCIATION,
as the Lender

By: _____

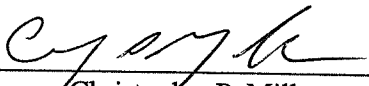
Name: Christopher P. Miller
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SOUND SEAL, INC.,
a Delaware corporation, as Debtor

By: _____
Name:
Title:



WEBSTER BANK, NATIONAL ASSOCIATION,
as the Lender




By:  _____
Name: Christopher P. Miller
Title: Senior Vice President

Signature Page to Amended and Restated Intellectual Property Security Agreement

Schedule A
to
Amended and Restated Intellectual Property Security Agreement

Registered Trademarks of Debtor –U.S.

Mark	Appl. No. Filing Date	Reg. No. Reg. Date
CERAMA CORE TILE BACKER BOARD and Design 	77-737846 May 15, 2009	3,851,049 September 21, 2010
CERAZORB	78-577515 March 1, 2005	3,065,773 March 7, 2006
IMPACTA	76-586772 April 5, 2004	3,121,217 July 25, 2006
MULTI-FAMILY SILENCE BY SOUND SEAL	77-323622 November 7, 2007	3,664,346 August 4, 2009
S SOUND SEAL and Design 	75-686293 April 19, 1999	2,340,930 April 11, 2000
SOUND QUALITY	76-419069 June 10, 2002	2,830,594 April 6, 2004
WOODTRENDS	76-237449 April 10, 2001	2,786,997 November 25, 2003
PROCURVE	86-214203 March 7, 2014	4,651,901 December 9, 2014
PROBASE	86-214194 March 7, 2014	4,651,900 December 9, 2014
SOUND SEAL	86-270040 May 2, 2014	4,706,941 March 24, 2015
VC300	86-214224 March 7, 2014	4,651,902 December 9, 2014
WOODGRILL	86-214238 March 7, 2014	4,611,590 September 23, 2014
INC	78-562451 February 8, 2005	3,128,902 August 15, 2006
INC	72-457315 May 14, 1973	1,011,795 May 27, 1975 Renewed: May 27, 2005
SOBRA-GLAS	73-112141 January 12, 1977	1,072,666 September 6, 1977 Renewed: September 6, 2007

Mark	Appl. No. Filing Date	Reg. No. Reg. Date
ALUMALAG	86-680378 July 1, 2015	
WOODGRILLE	86-614612 April 29, 2015	
IAC THE STANDARD OF SILENCE and Design 	77-264465 December 27, 1966	845,481 March 5, 1968
QUIET-VENT	72049276 April 18, 1958	687,050 October 27, 1959
POWER-FLOW	72266158 March 7, 1967	846,676 March 26, 1968
QUIET-FLOW	72266156 March 7, 1967	848,655 May 7, 1968
QUIET-DUCT (Stylized) 	72026945 March 26, 1957	661,537 May 13, 1958
NOISE-LOCK	72274208 January 19, 1967	850,880 June 18, 1968
CONIC-FLOW (Stylized) 	72138018 February 15, 1962	743,440 January 1, 1963
MICRODYNE	74325616 October 26, 1992	1,780,289 July 6, 1993
METADYNE	74285684 June 16, 1992	1,811,540 December 14, 1993
TRACKWALL	72460054 June 13, 1973	988,234 July 16, 1974

Unregistered Trademarks of Debtor – U.S. and Canada

ACCU-TONE
ACCU-TONE 2
ACFI
ACOUSTI-FLOTE
ALL-CON QUIETLITE
APR
BIGH QUIETFLOW
CAM LIFT
CLEAN-FLOW
CONTINULINE
D-DUCT
ENERGY-SAVER
FIRE-NOISE-LOCK
GEMINI
GREEN DUCT SILENCERS
HARDLINER
H-JOINER
LF-SILENCER
MAXI-BOOTH
MINI-BOOTH
MINI-MAX
252-MINI BOOTH
254 MINI-BOOTH
MODULINE
MPR-MUSIC PRACTICE ROOM
NOISE-FOIL
NOISE-LOCK CEILING
NOISE-LOCK WINDOW
NOISE-WINDOW WALL
NOISHIELD
NOISHIELD BARRIER
NOISHIELD LOUVER
NOISHIELD PANEL
OASIS-ROOM
PACKLESS SILENCERS
SENTRY-SECURITY ROOM
SLIM-SHIELD
SPASAVER
STACK INSERT SILENCER
SUPER-NOISE LOCK
ULTRA-PALS
VARITONE
VISIONWALL
MAKING THE WORLD A QUIETER PLACE
MODULINE
IAC 4
IAC
IAC-AMERICA
IAC ACOUSTICS

Logo:



Schedule B

to

Amended and Restated Intellectual Property Security Agreement

Patents of Debtor

Patent No.	Assignee	Filing Date	Issue Date	Title	Status
6,640,926	Industrial Acoustics Company, Inc.	Dec 29, 2000	Nov 4, 2003	ELBOW SILENCER	Expired
5,317,113	Industrial Acoustics Company, Inc.	July 1, 1992	May 19, 1994	ANECHOIC STRUCTURAL ELEMENTS AND CHAMBER	Expired

Schedule C
to
Amended and Restated Intellectual Property Security Agreement

Copyrights of Debtor

Name	Full Title	Copyright No.	Date
Industrial Acoustics Company	<u>Duct silencers : guidelines for locating silencers relative to other system components : bull. 1.0301.3.</u>	TX0000749167	1981
Industrial Acoustics Company	<u>IAC vertical horizontal inclined Quiet-Flow air handling units : custom designed to meet your specifications : bull. 1.0003.0.</u>	TX0000658845	1981
Industrial Acoustics Company, Inc.	<u>All purpose instant room.</u>	RE0000527362	1963
Industrial Acoustics Company, Inc.	<u>"Clean-flow" quiet duct silencer for hospital and clean room applications : bull. 1.0301.2 : SDS 20.1.</u>	TX0000553956	1975
Industrial Acoustics Company, Inc.	<u>Conic-flow.</u>	RE0000329930	1959
Industrial Acoustics Company, Inc.	<u>Conic-Flow silencers with forward and reverse flow ratings, types Cs/Cl : bull. 1.0301.2 : SDS 5.1.</u>	TX0000553955	1977
Industrial Acoustics Company, Inc.	<u>Duct silencers featuring reverse and forward flow aeroacoustic ratings : bull. 1.0301.2, application manual.</u>	TX0000553958	1973
Industrial Acoustics Company, Inc.	<u>Duct silencers : noise control for air handling systems featuring new aero-acoustic ratings : bull. 1.0301.0, section 3.</u>	TX0000767427	1966
Industrial Acoustics Company, Inc.	<u>For fan, speech, or neighborhood noise control, specify I A C, the standard of silence : bull. 1.0001.2.</u>	TX0000306023	1976
Industrial Acoustics Company, Inc.	<u>For fan, speech, or neighborhood noise control, specify I A C, the standard of silence : bull. no. 1.0001.1.</u>	TX0000306024	1970
Industrial Acoustics Company, Inc.	<u>IAC introduces new rating method for duct silencers : I A C bull. no. 1.0112.0.</u>	TX0000767426	1967
Industrial Acoustics Company, Inc.	<u>Mod-u-size.</u>	RE0000329931	1959
Industrial Acoustics Company, Inc.	<u>Quiet-duct silencers.</u>	RE0000315072	1958
Industrial Acoustics Company, Inc.	<u>Quiet-Duct silencers with forward and reverse flow ratings, type L : bull. 1.0301.2 : SDS 4.2.</u>	TX0000553957	1977
Industrial Acoustics Company, Inc.	<u>Quiet-Duct silencers with forward and reverse flow ratings, type M1 : bull. 1.0301.2 : SDS 3.2.</u>	TX0000553954	1977

Industrial Acoustics Company, Inc.	Quiet-Duct silencers with forward and reverse flow ratings, type Ms : bull. 1.0301.3 : SDS 2.3.	TX0000553953	1977
Industrial Acoustics Company, Inc.	Quiet-Duct silencers with forward and reverse flow ratings, type S : bull. 1.0301.2 : SDS 1.2.	TX0000553952	1977

Schedule D

to

Amended and Restated Intellectual Property Security Agreement

Domain Registrations of Debtor

Domain	Listed Owner
IACAMERICA.COM	Industrial Acoustics Company (Bronx, NY)
IAC-ACOUSTICS.COM	Industrial Acoustics Company Limited, Great Britain
INDUSTRIAL-ACOUSTICS.COM	Industrial Acoustics Company Limited, Great Britain
IACACOUSTICS.COM	GT Exhaust, Nebraska
INDUSTRIALACOUSTICS.COM	Industrial Acoustics Co. (Bronx, NY)

TRADEMARK

REEL: 005719 FRAME: 0160

Schedule E

to

Amended and Restated Intellectual Property Security Agreement

Social Media Pages of Debtor

Facebook <https://www.facebook.com/iacacoustics/>