

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skullcandy, Inc.		10/03/2016	Corporation: DELAWARE
AG Acquisition Corporation		10/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 120			
Property Type	Number	Word Mark	
Serial Number:	78788980	SKULLCANDY	
Serial Number:	77204362	SKULLCANDY	
Serial Number:	77534577	SKULLCANDY	
Serial Number:	77655458	SKULLCANDY	
Serial Number:	85447177	SKULLCANDY	
Serial Number:	77979143	SKULLCANDY	
Serial Number:	85812037	SKULLCANDY	
Serial Number:	85982660	SKULLCANDY	
Serial Number:	85983577	SKULLCANDY	
Serial Number:	87101704	SKULLCANDY	
Serial Number:	78809362		
Serial Number:	77204379		
Serial Number:	77661046		
Serial Number:	77979195		
Serial Number:	85447173		
Serial Number:	85812039		
Serial Number:	85982661		

CH \$3015.00 78788980

Property Type	Number	Word Mark
Serial Number:	85983578	
Serial Number:	87101708	
Serial Number:	77217249	INK'D
Serial Number:	77615551	INK'D
Serial Number:	77411725	2XL
Serial Number:	77579851	2XL
Serial Number:	77579854	2XL
Serial Number:	77579856	2XL
Serial Number:	77977507	2XL
Serial Number:	85812020	2XL
Serial Number:	85812022	2XL
Serial Number:	85204110	EVERY REVOLUTION NEEDS A SOUNDTRACK
Serial Number:	85198186	MUSIC IS THE WEAPON
Serial Number:	85975233	MUSIC IS THE WEAPON
Serial Number:	85311518	UPROCK
Serial Number:	85377158	
Serial Number:	85386187	SUPREME SOUND
Serial Number:	85486529	AVIATOR
Serial Number:	85529517	RIFF
Serial Number:	85529523	WHIP
Serial Number:	85529526	MERGE
Serial Number:	85529555	SLY
Serial Number:	85529582	VENGE
Serial Number:	85529610	WAGE
Serial Number:	85529616	ANDO
Serial Number:	85529945	CASSETTE
Serial Number:	85809447	EDIT
Serial Number:	85811994	CRUSHER
Serial Number:	85811996	HESH
Serial Number:	85811997	NAVIGATOR
Serial Number:	85811999	FIX
Serial Number:	85812005	50/50
Serial Number:	85812008	TITAN
Serial Number:	85812009	SMOKIN
Serial Number:	85812011	CHOPS
Serial Number:	85812012	MIX MASTER
Serial Number:	85812015	SKULLCRUSHERS
Serial Number:	85812017	PLYR

Property Type	Number	Word Mark
Serial Number:	85812018	SLYR
Serial Number:	85812025	NEVER RETREAT. NEVER SURRENDER.
Serial Number:	85837835	OFF-AXIS
Serial Number:	85898089	METHOD
Serial Number:	85913787	BARRICADE
Serial Number:	85913792	AEROBIC
Serial Number:	85913797	CARDIO
Serial Number:	85920710	AGILE
Serial Number:	85938174	AIR RAID
Serial Number:	86029008	SOUNDMINE
Serial Number:	86145134	BOMBSHELL
Serial Number:	86145135	KNOCKOUT
Serial Number:	86145140	DIME
Serial Number:	86145141	GRIND
Serial Number:	86145143	ALLOY
Serial Number:	86145146	RINGER
Serial Number:	86145150	EGGBERT
Serial Number:	86149928	AMBUSH
Serial Number:	86502022	AMBUSH
Serial Number:	86149934	MASTERBASS
Serial Number:	86149918	STICKYBUDS
Serial Number:	86167022	STICKYGELS
Serial Number:	86167024	DROP IN
Serial Number:	86167030	STAY LOUD
Serial Number:	86167032	WE ARE THE MUSE AND THE MUSIC
Serial Number:	85896281	
Serial Number:	85896289	
Serial Number:	85896317	
Serial Number:	86212984	PURECLEAN
Serial Number:	86221938	SHRAPNEL
Serial Number:	86319063	SMOKIN' BUDS
Serial Number:	86397919	SHAKEDOWN
Serial Number:	86397915	SPOKE
Serial Number:	86397921	OFFSET
Serial Number:	86405188	SLAP
Serial Number:	86405206	STRUM
Serial Number:	86405217	HGH
Serial Number:	86442187	DISSIDENT

Property Type	Number	Word Mark
Serial Number:	86442189	HITCH
Serial Number:	86442193	BARREL
Serial Number:	86442191	KEYRINGER
Serial Number:	86489574	TAPTECH
Serial Number:	86489537	WINK'D
Serial Number:	86489593	FITFIN
Serial Number:	86661874	XTFREE
Serial Number:	86489554	BRINX
Serial Number:	86815029	BORN IN PC
Serial Number:	86661871	VR AUDIO
Serial Number:	86692950	BASS YOU CAN FEEL
Serial Number:	86801365	BARRICADE
Serial Number:	86799791	RAIL
Serial Number:	86799785	CRUSHER VRA
Serial Number:	86790759	STANDOUT
Serial Number:	77141965	ICANDY
Serial Number:	77189984	A
Serial Number:	86364042	A
Serial Number:	77189985	ASTRO
Serial Number:	86364053	ASTRO
Serial Number:	87101165	ASTRO
Serial Number:	77982986	ASTRO GAMING
Serial Number:	77908302	ASTRO GAMING
Serial Number:	87101441	TAG CUSTOMIZER
Serial Number:	87101476	TAGS
Serial Number:	77926508	CROSS-GAMING
Serial Number:	77311467	MIXAMP

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Aveunue

Address Line 2: 25th floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1662

NAME OF SUBMITTER:	Scott Kareff (014951-1662)
SIGNATURE:	/kc for sk/
DATE SIGNED:	10/07/2016
Total Attachments: 7 source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page1.tif source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page2.tif source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page3.tif source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page4.tif source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page5.tif source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page6.tif source=Trademark Assignment of Security Interest for Skullcandy, Inc. and 1 other - Cerberus#page7.tif	

ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, Skullcandy, Inc., a Delaware corporation, and AG Acquisition Corporation, a Delaware corporation (each, an "Assignor" and collectively, the "Assignors") have adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated October 3, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

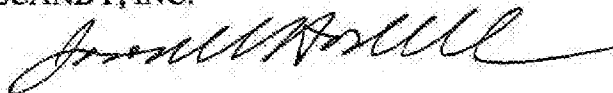
WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 3, 2016.

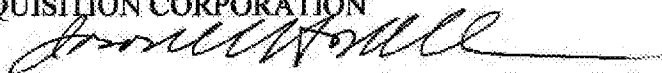
SKULLCANDY, INC.

By: 

Name: Jason Hodell

Title: CFO

AG ACQUISITION CORPORATION

By: 

Name: Jason Hodell

Title: CFO

SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST
TRADEMARKS AND TRADEMARK APPLICATIONS

[See Attached]

Trademarks

Company	Country	Trademark	Filing Date	Application No.	Reg. Date	Reg. Number	Assignees
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	1/10/06	78/788,980	11/7/06	3,168,695	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	6/12/07	77/204,362	2/12/08	3,381,050	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	7/30/08	77/534,577	12/15/09	3,726,304	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	1/23/09	77/655,458	11/23/10	3,880,588	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	10/13/11	85/447,177	9/3/13	4,396,791	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	2/2/10	77/979,143	5/11/10	3,788,707	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	12/28/12	85/812,037	pending	pending	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	12/28/12	85/982,660	10/14/14	4,622,094	N/A
Skullcandy, Inc.	US	SKULLCANDY (Word Mark)	12/28/12	85/983,577	4/21/15	4,724,445	N/A
Skullcandy, Inc.	US	SKULLCANDY	7/12/16	87/101,704	pending	pending	N/A
Skullcandy, Inc.	US	Skull (Logo Design)	2/7/06	78/809,362	11/7/06	3,168,754	N/A
Skullcandy, Inc.	US	Skull (Logo Design)	6/12/07	77/204,379	2/12/08	3,381,053	N/A
Skullcandy, Inc.	US	Skull (Logo Design)	2/2/09	77/661,046	11/2/10	3,871,064	N/A
Skullcandy, Inc.	US	Skull (Logo Design)	2/10/10	77/979,195	5/25/10	3,794,944	N/A
Skullcandy, Inc.	US	Skull (Logo Design)	10/13/11	85/447,173	9/3/13	4,396,790	N/A
Skullcandy, Inc.	US	Skull (Logo Design)	12/28/12	85/812,039	pending	pending	N/A
Skullcandy, Inc.	US	Skull (Logo Design)		85/982,661	10/14/14	4,622,095	N/A
Skullcandy, Inc.	US	SKULL Logo	12/28/12	85/983,578	4/21/15	4,724,446	N/A
Skullcandy, Inc.	US	SKULL Logo	7/12/16	87/101,708	9/23/08	3,506,161	N/A
Skullcandy, Inc.	US	INK'D	6/27/07	77/217,249	3/8/11	3,928,997	N/A
Skullcandy, Inc.	US	INK'D	11/17/08	77/615,551			N/A
Skullcandy, Inc.	US	2XL	3/3/08	77/411,725			N/A
Skullcandy, Inc.	US	2XL	9/26/08	77/579,851			N/A
Skullcandy, Inc.	US	2XL	9/26/08	77/579,854			N/A
Skullcandy, Inc.	US	2XL	9/26/08	77/579,856			N/A
Skullcandy, Inc.	US	2XL	3/3/08	77/977,507	4/27/10	3,782,711	N/A
Skullcandy, Inc.	US	2 & Design	12/28/12	85/812,020	7/29/14	4,576,688	N/A
Skullcandy, Inc.	US	2XL & Design	12/28/12	85/812,022	7/15/14	4,569,094	N/A
Skullcandy, Inc.	US	EVERY REVOLUTION NEEDS A SOUNDTRACK	12/22/10	85/204,110	9/18/12	4,210,756	N/A
Skullcandy, Inc.	US	MUSIC IS THE WEAPON	12/15/10	85/198,186	abandoned	abandoned	N/A
Skullcandy, Inc.	US	MUSIC IS THE WEAPON	12/15/10	85/975,233	abandoned	abandoned	N/A
Skullcandy, Inc.	US	UPROCK	5/3/11	85/311,518	8/14/12	4,191,655	N/A
Skullcandy, Inc.	US	AVIATOR 3D	7/21/11	85/377,158			N/A
Skullcandy, Inc.	US	SUPREME SOUND	8/1/11	85/386,187			N/A
Skullcandy, Inc.	US	AVIATOR	12/3/11	85/486,529	3/5/13	4,299,108	N/A
Skullcandy, Inc.	US	RIFF	1/31/12	85/529,517	9/2/14	4,597,589	N/A
Skullcandy, Inc.	US	WHIP	1/31/12	85/529,523			N/A
Skullcandy, Inc.	US	MERGE	1/31/12	85/529,526	10/8/13	4,415,468	N/A
Skullcandy, Inc.	US	SLY	1/31/12	85/529,555			N/A
Skullcandy, Inc.	US	VENGE	1/31/12	85/529,582			N/A
Skullcandy, Inc.	US	WAGE	1/31/12	85/529,610	3/11/14	4,495,296	N/A
Skullcandy, Inc.	US	ANDO	1/31/12	85/529,616			N/A
Skullcandy, Inc.	US	CASSETTE	1/31/12	85/529,945	10/8/13	4,415,470	N/A
Skullcandy, Inc.	US	EDIT	12/21/12	85/809,447	3/4/14	4,490,349	N/A
Skullcandy, Inc.	US	CRUSHER	12/28/12	85/811,994	7/22/14	4,573,153	N/A

Company	Country	Trademark	Filing Date	Application No.	Reg. Date	Reg. Number	Assignees
Skullcandy, Inc.	US	HESH	12/28/12	85/811,996	7/22/14	4573154	N/A
Skullcandy, Inc.	US	NAVIGATOR	12/28/12	85/811,997	7/29/14	4576687	N/A
Skullcandy, Inc.	US	FIX	12/28/12	85/811,999	8/26/14	4593645	N/A
Skullcandy, Inc.	US	50/50	12/28/12	85/812,005			N/A
Skullcandy, Inc.	US	TITAN	12/28/12	85/812,008			N/A
Skullcandy, Inc.	US	SMOKIN	12/28/12	85/812,009			N/A
Skullcandy, Inc.	US	CHOPS	12/28/12	85/812,011	8/26/14	4593646	N/A
Skullcandy, Inc.	US	MIXMASTER	12/28/12	85/812,012	4/7/12,917	3/31/2015	N/A
Skullcandy, Inc.	US	SKULLCRUSHER	12/28/12	85/812,015	8/5/14	4580893	N/A
Skullcandy, Inc.	US	PLYR	12/28/12	85/812,017	8/26/14	4593647	N/A
Skullcandy, Inc.	US	SLYR	12/28/12	85/812,018	8/26/14	4593648	N/A
Skullcandy, Inc.	US	NEVER RETREAT. NEVER SURRENDER.	12/28/12	85/812,025	pending	pending	N/A
Skullcandy, Inc.	US	OFF-AXIS	1/31/13	85/837,835	pending	pending	N/A
Skullcandy, Inc.	US	METHOD	4/8/13	85/898,089	8/25/15	4800154	N/A
Skullcandy, Inc.	US	BARRICADE	4/24/13	85/913,787	pending	pending	N/A
Skullcandy, Inc.	US	AEROBIC	4/24/13	85/913,792			N/A
Skullcandy, Inc.	US	CARDIO	4/24/13	85/913,797			N/A
Skullcandy, Inc.	US	AGILE	5/1/13	85/920,710			N/A
Skullcandy, Inc.	US	AIR RAID	5/21/13	85/938,174	7/15/14	4,569,583	N/A
Skullcandy, Inc.	US	SOUNDMINE	8/5/13	86/029,008	4/7/15	4717245	N/A
Skullcandy, Inc.	US	BOMBHELL	12/16/13	86/145,134	3/24/15	7,709,259	N/A
Skullcandy, Inc.	US	KNOCKOUT	12/16/13	86/145,135	3/24/15	4709260	N/A
Skullcandy, Inc.	US	DIME	12/16/13	86/145,140	3/24/15	7,709,261	N/A
Skullcandy, Inc.	US	GRIND	12/16/13	86/145,141	9/15/15	4813598	N/A
Skullcandy, Inc.	US	ALLOY	12/16/13	86/145,143	abandoned	abandoned	N/A
Skullcandy, Inc.	US	RINGER	12/16/13	86/145,146	3/24/2015	4,709,262	N/A
Skullcandy, Inc.	US	EGGBERT	12/16/13	86/145,150	pending	pending	N/A
Skullcandy, Inc.	US	AMBUSH	12/20/13	86/149,928	3/17/15	4,704,967	N/A
Skullcandy, Inc.	US	AMBUSH	1/13/15	86/502,022	3/15/16	4917356	N/A
Skullcandy, Inc.	US	MASTERBASS	12/20/13	86/149,934	pending	pending	N/A
Skullcandy, Inc.	US	STICKYBUDS	12/20/13	86/149,918	pending	pending	N/A
Skullcandy, Inc.	US	STICKYGELS	1/16/14	86/167,022	pending	pending	N/A
Skullcandy, Inc.	US	DROP IN	1/16/14	86/167,024	pending	pending	N/A
Skullcandy, Inc.	US	STAY LOUD	1/16/14	86/167,030	pending	pending	N/A
Skullcandy, Inc.	US	WE ARE THE MUSE AND THE MUSIC	1/16/14	86/167,032	5/24/16	4964999	N/A
Skullcandy, Inc.	US	DESIGN ONLY (MIX MASTER)	4/5/13	85/896,281	7/15/14	4,566,365	N/A
Skullcandy, Inc.	US	DESIGN ONLY (NAVIGATOR)	4/5/13	85/896,289	2/17/15	4,686,660	N/A
Skullcandy, Inc.	US	DESIGN ONLY (AVIATOR)	4/5/13	85/896,317	7/15/14	4,566,366	N/A
Skullcandy, Inc.	US	PURECLEAN	3/6/14	86/212,984	6/23/2015	4,761,349	N/A
Skullcandy, Inc.	US	SHRAPNEL	3/14/14	86/221,938	4/7/2015	4,717,930	N/A
Skullcandy, Inc.	US	SMOKIN BUDS	6/24/14	86/319,063	3/3/15	4695063	N/A
Skullcandy, Inc.	US	SHAKEDOWN	9/17/14	86/397,919	4/28/15	4727558	N/A
Skullcandy, Inc.	US	SPOKE	9/17/14	86/397,915	4/28/15	4727556	N/A
Skullcandy, Inc.	US	OFFSET	9/17/14	86/397,921	4/28/15	4727559	N/A
Skullcandy, Inc.	US	SLAP	9/24/14	86/405,188	pending	pending	N/A

Company	Country	Trademark	Filing Date	Application No.	Reg. Date	Reg. Number	Assignees
Skullcandy, Inc.	US	STRUM	9/24/14	86/405,206	12/22/15	4875460	N/A
Skullcandy, Inc.	US	HGH	9/24/14	86/405,217	abandoned	abandoned	N/A
Skullcandy, Inc.	US	DISSIDENT	11/1/2014	86/442,187	abandoned	abandoned	N/A
Skullcandy, Inc.	US	HITCH	11/1/2014	86/442,189	abandoned	abandoned	N/A
Skullcandy, Inc.	US	BARREL	11/1/2014	86/442,193	12/22/15	4875646	N/A
Skullcandy, Inc.	US	KEYBANKER	11/1/2014	86/442,191	12/22/15	4875645	N/A
Skullcandy, Inc.	US	TAPTECH	12/23/2014	86/489,574	6/14/16	4978963	N/A
Skullcandy, Inc.	US	WINK'D	12/12/2014	86/489,537	pending	pending	N/A
Skullcandy, Inc.	US	FITFIN	12/23/2014	86/489,593	pending	pending	N/A
Skullcandy, Inc.	US	XTFREE	6/14/2015	86/661,874	6/21/16	4985095	N/A
Skullcandy, Inc.	US	BRINX	12/23/2014	86/489,554	pending	pending	N/A
Skullcandy, Inc.	US	BORN IN PC (design)	11/10/2015	86/815,029	pending	pending	N/A
Skullcandy, Inc.	US	VR AUDIO	6/14/2015	86/661,871	pending	pending	N/A
Skullcandy, Inc.	US	BASS YOU CAN FEEL	7/14/2015	86/692,950	1/12/2016	4886059	N/A
Skullcandy, Inc.	US	BARRICADE	10/27/2015	86/801,365	pending	pending	N/A
Skullcandy, Inc.	US	RAIL	10/26/2015	86/799,791	pending	pending	N/A
Skullcandy, Inc.	US	CRUSHER VRA	10/26/2015	86/799,785	pending	pending	N/A
Skullcandy, Inc.	US	STANDOUT	10/16/2015	86/790,759	pending	pending	N/A
Skullcandy, Inc.	US	ANTI					N/A
Skullcandy, Inc.	US	ICANDY	3/27/07	77/141965	11/1/11	4049486	N/A

Company	Country	Trademark	Application No.	Filing Date	Reg. Date	Reg. Number	Assignees
AG Acquisition Corp.	US	A with Star Design	77/189,984	5/24/07	1/6/2009	3,558,302	N/A
AG Acquisition Corp.	US	A with Star Design	86/364,042	9/12/14	6/17/2016	4,973,798	N/A
AG Acquisition Corp.	US	ASTRO & Design	77/88985	3/24/07	abandoned	abandoned	N/A
AG Acquisition Corp.	US	ASTRO Logo	86/364053	08/12/2014	4/5/2016	4933259	N/A
AG Acquisition Corp.	US	ASTRO Logo	87/101,165	7/12/2016			N/A
AG Acquisition Corp.	US	ASTRO GAMING	77/982986	1/8/10	4/17/2012	4129192	N/A
AG Acquisition Corp.	US	ASTRO GAMING	77/908302	1/8/10	10/8/2013	4415084	N/A
AG Acquisition Corp.	US	ASTRO GAMING	86/364,053	8/12/14	pending	pending	N/A
AG Acquisition Corp.	US	TAG CUSTOMIZER	87/101,441	7/12/2016			N/A
AG Acquisition Corp.	US	TAGS	87/101,476	7/12/2016			N/A
AG Acquisition Corp.	US	CROSS-GAMING	77/926508				N/A
AG Acquisition Corp.	US	MIXAMP	77/311467				N/A

TRADEMARK

REEL: 005895 FRAME: 0945

RECORDED: 10/07/2016