

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419165

|                                   |                        |                       |  |
|-----------------------------------|------------------------|-----------------------|--|
| <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>                     |
| CBY HOLDINGS, LLC                 |                        | 02/13/2017            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                        |                       |  |
| <b>Name:</b>                      | Merchant Factors Corp. |                       |  |
| <b>Street Address:</b>            | 1441 Broadway          |                       |  |
| <b>Internal Address:</b>          | 22nd Floor             |                       |  |
| <b>City:</b>                      | New York               |                       |  |
| <b>State/Country:</b>             | NEW YORK               |                       |  |
| <b>Postal Code:</b>               | 10018                  |                       |  |
| <b>Entity Type:</b>               | Corporation: NEW YORK  |                       |  |
| <b>PROPERTY NUMBERS Total: 46</b> |                        |                       |  |
| <b>Property Type</b>              | <b>Number</b>          | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>       | 4214911                | ATTITUDZ              |  |
| <b>Registration Number:</b>       | 4218924                | ATTITUDZ              |  |
| <b>Registration Number:</b>       | 3886869                | BUTTERFLY             |  |
| <b>Registration Number:</b>       | 3861875                | COBY                  |  |
| <b>Registration Number:</b>       | 3871334                | COBY                  |  |
| <b>Registration Number:</b>       | 1667166                | COBY                  |  |
| <b>Registration Number:</b>       | 1950902                | COBY                  |  |
| <b>Registration Number:</b>       | 1974823                | COBY                  |  |
| <b>Registration Number:</b>       | 3534496                | COBY                  |  |
| <b>Registration Number:</b>       | 3342228                | COBY                  |  |
| <b>Registration Number:</b>       | 3546355                | COBY                  |  |
| <b>Registration Number:</b>       | 3909418                | COBY SMART            |  |
| <b>Registration Number:</b>       | 3909425                | COBY SMART            |  |
| <b>Registration Number:</b>       | 3909419                | COBY SMART >          |  |
| <b>Registration Number:</b>       | 3909424                | COBY SMART >          |  |
| <b>Registration Number:</b>       | 3861683                | COBY SNAPP            |  |
| <b>Registration Number:</b>       | 3857836                | COBY SNAPP            |  |
| <b>Registration Number:</b>       | 3923778                | COBY SNAPP            |  |
| <b>TRADEMARK</b>                  |                        |                       |  |

OP \$1165.00 4214911

| Property Type        | Number   | Word Mark         |
|----------------------|----------|-------------------|
| Registration Number: | 3241973  | ECOBY             |
| Registration Number: | 3636192  | JAMMERZ           |
| Registration Number: | 4247489  | JAMMERZ ELITE     |
| Registration Number: | 4214910  | JAMMERZ MOODS     |
| Registration Number: | 3955563  | JAMMERZ PLATINUM  |
| Registration Number: | 4243673  | JAMMERZ PREMIERE  |
| Registration Number: | 4262045  | JAMMERZ SPORTS X  |
| Registration Number: | 4214912  | JAMMERZ STREETS   |
| Registration Number: | 3951877  | JAMMERZ TALK      |
| Registration Number: | 3905858  | JAMMERZ ULTRA     |
| Registration Number: | 3905859  | JAMMERZ ULTRA     |
| Registration Number: | 3840444  | JAMMERZ XTRA      |
| Registration Number: | 3844235  | JAMMERZ XTRA      |
| Registration Number: | 4010341  | JAMMERZ XTREME    |
| Registration Number: | 4010342  | JAMMERZ XTREME    |
| Registration Number: | 4008851  | KYROS             |
| Registration Number: | 3270485  | MP3               |
| Registration Number: | 5032175  | OWN EVERY SESSION |
| Registration Number: | 3911261  | SNAPP             |
| Registration Number: | 3911262  | SNAPP             |
| Registration Number: | 1961778  | SUPERNAMIC        |
| Registration Number: | 3234608  | V ZON             |
| Registration Number: | 4084915  | V·ZON             |
| Registration Number: | 3229239  | V·ZON             |
| Registration Number: | 3908450  | VITRUVIAN         |
| Serial Number:       | 86795123 | COBY              |
| Serial Number:       | 86743625 | COBY              |
| Serial Number:       | 86916837 | COBY              |

**CORRESPONDENCE DATA**

**Fax Number:** 2129722245

*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.*

**Email:** IWinters@Klestadt.com

**Correspondent Name:** Ian Winters, Klestadt Winters Jureller

**Address Line 1:** 200 West 41st Street

**Address Line 2:** 17th Floor

**Address Line 4:** New York, NEW YORK 10036

**NAME OF SUBMITTER:** Ian Winters

|   |               |
|---|---------------|
| <b>SIGNATURE:</b>   | /lan Winters/ |
| <b>DATE SIGNED:</b>   | 03/10/2017    |
| <b>Total Attachments: 16</b><br>source=FILED_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed (003)#page1.tif<br>source=FILED_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed (003)#page2.tif<br>source=FILED_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed (003)#page3.tif<br>source=FILED_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed (003)#page4.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page1.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page2.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page3.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page4.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page5.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page6.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page7.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page8.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page9.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page10.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page11.tif<br>source=FILED_UCC3_CBY Holdings LLC - UCC1 Trademark Security Agreement Filed Schedule A#page12.tif |               |

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

**CT Lien Solutions**  
Representation of filing

**This filing is Completed**  
File Number : 20171377321  
File Date : 01-Mar-2017

|   |                      |
|---|----------------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br>Phone: 212-918-0963 Fax: 212-869-1752 |                      |
| B. E-MAIL CONTACT AT FILER (optional)<br>CREGLER@MERCHANTFACTORS.COM                    |                      |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) 700732 - MERCHANT                         |                      |
| MERCHANT FACTORS CORP.<br>1441 BROADWAY<br>22ND FLOOR<br>NEW YORK, NY 10018             | 57834691<br><br>DEDE |
| File with: Secretary of State, DE   |                      |

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|  |                          |                               |             |                      |
|--|--------------------------|-------------------------------|-------------|----------------------|
| 1a. ORGANIZATION'S NAME<br>CBY HOLDINGS, LLC |                          |                               |             |                      |
| OR   | 1b. INDIVIDUAL'S SURNAME |                               |             |                      |
|  | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) |             | SUFFIX               |
| 1c. MAILING ADDRESS<br>1356 Broadway         |                          | CITY<br>New York              | STATE<br>NY | POSTAL CODE<br>10018 |
|  |                          |                               |             | COUNTRY<br>USA       |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|                         |                          |                               |       |             |
|-------------------------|--------------------------|-------------------------------|-------|-------------|
| 2a. ORGANIZATION'S NAME |                          |                               |       |             |
| OR                      | 2b. INDIVIDUAL'S SURNAME |                               |       |             |
|                         | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) |       | SUFFIX      |
| 2c. MAILING ADDRESS     |                          | CITY                          | STATE | POSTAL CODE |
|                         |                          |                               |       | COUNTRY     |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

|   |                          |                               |             |                      |
|---|--------------------------|-------------------------------|-------------|----------------------|
| 3a. ORGANIZATION'S NAME<br>MERCHANT FACTORS CORP. |                          |                               |             |                      |
| OR  | 3b. INDIVIDUAL'S SURNAME |                               |             |                      |
|   | FIRST PERSONAL NAME      | ADDITIONAL NAME(S)/INITIAL(S) |             | SUFFIX               |
| 3c. MAILING ADDRESS<br>1441 Broadway, 22nd Floor  |                          | CITY<br>New York              | STATE<br>NY | POSTAL CODE<br>10018 |
|   |                          |                               |             | COUNTRY<br>USA       |

4. COLLATERAL: This financing statement covers the following collateral:  
See attached for Collateral Description.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

|  |  |  |  |  |
|--|--|--|--|--|
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility |  |  | 6b. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing |  |
|--|--|--|--|--|

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
57834691                      CBY HOLDINGS, LLC

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of February 13, 2017 by and among CBY HOLDINGS, LLC ("Grantor"), a Delaware limited liability company, and MERCHANT FACTORS CORP. (the "Secured Party").

### RECITALS

**WHEREAS**, Secured Party entered into an agreement pursuant to which it loaned \$2.5 million (the "Loan") to ET Enterprises Distributors LLC ("ET");

**WHEREAS**, in order to induce the Secured Party to extend the Loan to ET in the amount of \$2.5 million, Grantor agreed to provide Secured Party with a guarantee of ET's obligations under the Loan arrangement, up to the principal amount of \$2.5 million, without interest, costs, fees or other expenses, and subject to the terms, conditions and limitations set forth in the Guaranty dated as of February 13, 2017 (the "Guaranty"), including the provision that the Secured Party would not seek to enforce the Guaranty unless and until it pursued all of its remedies against ET, ET's collateral, and any other guaranty provided to the Secured Party;

**WHEREAS**, in order to secure the repayment of the amounts due under the Guaranty (the "Guaranteed Amount"), Grantor has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below);

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and sufficient consideration, the adequacy and receipt of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

#### SECTION 1. Definitions.

(a) Defined Terms in the Guaranty. Unless otherwise defined herein, terms used herein have the meanings given to them in the Guaranty.

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate

names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Guaranteed Amount due to the Secured Party under the terms of the Guaranty, Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all now existing or hereafter acquired Trademarks owned by the Grantor in the United States, including, without limitation, those listed on Schedule A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Termination. Upon the indefeasible payment in full of the Guaranteed Amount in cash, or the payment in full of the Loan in cash, or the provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing all of its rights under this Agreement, including, without limitation, the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 4. Secured Party's Covenants. The Secured Party acknowledges and agrees that this Agreement is subject to the conditions set forth in paragraph 1(a) of the Guaranty and that it will not attempt to foreclose on, or otherwise enforce, its lien and security interest set forth in Section 2 above unless and until the conditions to the enforceability of the Guaranty delineated in paragraph 1(a) of the Guaranty have been satisfied and unless and until the Grantor defaults under the terms of the Guaranty. The Secured Party further acknowledges and agrees that, if ET is not in default of its obligations under the Loan and the Grantor is not in default of its obligations under the Guaranty, the Secured Party will not claim any right that would prevent the Grantor from selling, assigning or transferring any of the Pledged Trademark Collateral, subject to the terms of this Agreement, or from pursuing any rights that the Grantor has against ET under the terms of any agreement as to which ET is a party including, without limitation, the Grantor's operating agreement or the agreement pursuant to which ET acquired an interest in the Grantor.

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

GRANTOR:

CBY HOLDINGS, LLC

By: 

Name: MICHAEL JOMA

Title: MEMBER

ACCEPTED AND AGREED:

SECURED PARTY

MERCHANT FACTORS CORP.

By: 

Name: SCOTT ADLER

Title: E.V.P.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

**CT Lien Solutions**  
Representation of filing

**This filing is Completed**  
File Number : 20171437018  
File Date : 03-Mar-2017

|   |                      |
|---|----------------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br>Phone: 212-918-0963 Fax: 212-869-1752 |                      |
| B. E-MAIL CONTACT AT FILER (optional)<br>CREGLER@MERCHANTFACTORS.COM                    |                      |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) 700732 - MERCHANT                         |                      |
| MERCHANT FACTORS CORP.<br>1441 BROADWAY<br>22ND FLOOR<br>NEW YORK, NY 10018             | 57873811<br><br>DEDE |

File with: Secretary of State, DE

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
20171377321 3/1/2017 SS DE

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record **AND** Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

|                          |                     |                               |        |
|--------------------------|---------------------|-------------------------------|--------|
| 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|---------------------|-------------------------------|--------|

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

|                                  |  |        |
|----------------------------------|--|--------|
| INDIVIDUAL'S FIRST PERSONAL NAME | INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|----------------------------------|--|--------|

|                     |      |       |             |         |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:  
See Attached Schedule "A"

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
MERCHANT FACTORS CORP.


OR

|                          |                     |                               |        |
|--------------------------|---------------------|-------------------------------|--------|
| 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|---------------------|-------------------------------|--------|

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: CBY HOLDINGS, LLC  
57873811 CBY HOLDINGS, LLC





**SCHEDULE "A"**



| <b>TM Record</b> | <b>Mark/Name</b>   | <b>Status/Status Date</b>  | <b>App. No./Reg. No.</b>    | <b>Full Goods/Services</b>  |
|------------------|--|--|-----------------------------|---|
| 1.               | <u>ATTITUDZ</u>  | Registered<br>September 25, 2012   | RN: 4214911<br>SN: 85319167 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphones and headphones; headphones; headphones including attached lanyard; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 2.               | <u>ATTITUDZ</u><br>(Stylized)<br> | Registered October 2, 2012   | RN: 4218924<br>SN: 85341698 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 3.               | <u>BUTTERFLY</u>   | Registered<br>December 7, 2010   | RN: 3886869<br>SN: 77584554 | (Int'l Class: 09)<br>consumer electronics, namely, docking stations for personal media players  |
| 4.               | <u>COBY</u>  | Registered October 12, 2010  | RN: 3861875<br>SN: 77802833 | (Int'l Class: 09)<br>portable personal computers  |
| 5.               | <u>COBY</u>  | Registered<br>November 2, 2010   | RN: 3871334<br>SN: 77802897 | (Int'l Class: 09)<br>handheld digital camcorders  |
| 6.               | <u>COBY</u>  | Allowed - Intent to Use Notice of Allowance Issued<br>September 20, 2016 | SN: 86795123                | (Int'l Class: 09)<br>mobile phone accessories, namely, charms; telephones; radios; portable radios; radios incorporating clocks; earphones; earbuds; ac surge protectors; battery chargers; rechargeable electric batteries; portable compact disc players; portable mp3 digital players; home theatre systems comprising audio speakers and cables for televisions, projectors, subwoofers, dvd players, cd players, smartphones and mp3 players; dvd recorders; dvd players; dvd players with monitors; digital optical disc players; portable digital optical discs players; portable digital audio and video players, namely, mp3 players, dvd players and personal media players; accessories for portable electronic devices, namely, remote controls for televisions, dvd players, cd players, mp4 |



| TM Record | Mark/Name | Status/Status Date | App. No./Reg. No. | Full Goods/Services  |
|-----------|-----------|--------------------|-------------------|--|
|           |           |                    |                   | <p>players, set-top cable boxes and satellite receivers; accessories for portable electronic devices, namely, electrical cords, cassette adaptors, battery packs, av cables, coaxial antenna adaptors and video screens; smart watches; wearable digital electronic device comprised primarily of software, namely, a wearable activity tracker for measuring, tracking and displaying changes in heart rate, steps taken, calories burned and display screens also featuring a wristwatch; gps watch; wearable digital electronic device comprised primarily of software for activity, fitness and exercise trackers and monitors and display screen and also featuring a bracelet or chest strap; multifunctional electronic devices featuring software, namely, a wearable activity tracker for displaying, measuring, and uploading to the internet information including time, date, direction, distance, speed, steps taken, calories burned, navigational information, heart rate, sleep quantity and sleep quality; pedometers; scales and personal weighing scales; mounts and mounting brackets adapted for</p>  |
|           |           |                    |                   | <p>televisions; mobile phone mounts; dj equipment, namely, turntables, record players, audio speakers, microphones and headsets; cases for electronic devices, namely, cell phones, smart phones, tablets, laptops, and cameras; cd cases; protective display screen covers adapted for use with mobile phones and tablet computers; stylus pens for electronic devices; computer accessories, namely, computer mice, keyboards and mouse pad<br/>(Int'l Class: 10)</p> <p>digital thermometer for medical purposes; blood pressure monitors; heart rate monitors; massage apparatus; electric massage cushions; electric foot spa massagers; back massagers; eye massager; neck massagers; massage pillows for medical purposes; electric portable massager appliance, namely, electric vibrating massager; wearable medical digital electronic device with sensors to track and monitor sleep; fitness monitors, namely, heart monitors to be worn during exercise or daily routine; low frequency electronic impulse therapy apparatus<br/>(Int'l Class: 18)</p> <p>baggage tags; luggage tags<br/>(Int'l Class: 20)</p> <p>travel pillows<br/>(Int'l Class: 21)</p> <p>water bottle with the function of remotely monitoring and managing water consumption,</p> |

| TM Record | Mark/Name   | Status/Status Date  | App. No./Reg. No. | Full Goods/Services  |
|-----------|-------------|---|-------------------|--|
|           |             |   |                   | sold empty; water bottle with an electronic device for remotely monitoring and managing water consumption, sold empty  |
| 7.        | <u>COBY</u> | Allowed - Intent to Use Notice of Allowance Issued September 20, 2016 | SN: 86743625      | <p>(Int'l Class: 03)<br/> impregnated cloth screen cleaners for cleaning the screens of electronic devices; teeth whitening kit; tooth whitening preparations; liquid jewelry cleaners<br/> (Int'l Class: 07)<br/> electric can openers; steam jewelry cleaning machines; ultrasonic jewelry cleaning machine; vacuum cleaners; car vacuums; mini-vacuums; wet-dry vacuums; power blower for lawn debris; power drills; mini drills; air compressors; electric bag sealers<br/> (Int'l Class: 08)<br/> electric shavers; hair trimmer; beard trimmer; nose hair trimmer; flat iron; electric hair curling iron; windshield scrapers for ice<br/> (Int'l Class: 09)<br/> binoculars; telescope; microscope; radar detector; coin counting or sorting machines; portable external battery packs; battery jump starters; grilling-temperature meters; photo printers; smoke alarms; megaphones; weather radios; electronic key finders; electronic sound generators; digital tire pressure gauges<br/> (Int'l Class: 11)<br/> electric fans for personal use; personal electric space heaters; electric beverage warmers; coffee warmers; electrically heated travel mugs; electric towel warmers; led headlights for vehicles; utility lighters for lighting grills, fireplaces and candles; electric night lights; flameless candles; electric blankets not for medical purpose; bicycle lights; lights for grills; hair and hand hot air blowers; electric hot air hand dryer; hair dryer<br/> (Int'l Class: 12)<br/> air pumps for automobiles; air pumps for two-wheeled motor vehicles or bicycles; drones; electronic windshield wiper blades<br/> (Int'l Class: 16)<br/> paper shredders<br/> (Int'l Class: 20)<br/> tie racks<br/> (Int'l Class: 21)<br/> electric face cleansing brushes; electric tooth brushes; ultrasonic toothbrush; electric wine bottle openers; battery-powered beverage cooler; coolers for wine<br/> (Int'l Class: 28)<br/> air pumps for sports equipment, namely, basketballs, footballs, soccer balls, volleyballs, exercise balls, playground balls,</p> |

| TM Record | Mark/Name   | Status/Status Date   | App. No./Reg. No.           | Full Goods/Services  |
|-----------|---|--|-----------------------------|--|
|           |   |  |                             | beach balls and other sports balls   |
| 8.        | <u>COBY</u>   | Allowed - Intent to Use Notice of Allowance Issued September 6, 2016 | SN: 86916837                | (Int'l Class: 09)<br>mobile phones; smartphones; tablet computers; karaoke machines; digital media streaming devices; set-top boxes; atsc tuner; secure digital (sd) memory cards; usb memory devices; internet radios; walkie-talkies; smartwatches; digital camera accessories; dashboard cameras<br>(Int'l Class: 11)<br>led portable lantern   |
| 9.        | <u>COBY</u>   | Renewed December 3, 2011   | RN: 1667166<br>SN: 74072453 | (Int'l Class: 09)<br>[ telephones and telephone accessories, namely, cords, extension cords, modular plugs and jacks, adapters, couplers and telephone answering machines;] portable cassette players and recorders, portable am/fm radios, speakers, headphones, microphones, ac/dc and voltage converters and adapters, audio connecting plugs and cords, [ batteries, battery chargers, audio cassette cleaners, ac surge protectors and antennas; video dubbing cables and video connecting plugs, blank video cassette tapes, video cassette cleaners and video cassette rewinders; ] clock radios, cameras [ calculators ] and televisions |
| 10.       | <u>COBY</u>   | Renewed January 23, 2006   | RN: 1950902<br>SN: 74616652 | (Int'l Class: 16)<br>catalogues, brochures and pamphlets featuring consumer electronics products; posters and printed placards; calendars; and paper stickers, paper tags and printed labels not of textiles<br>(Int'l Class: 37)<br>Cancelled - Sec. 8<br>[ servicing and repair of electronic and electrical equipment, parts and accessories ]<br>(Int'l Class: 42)<br>retail, wholesale, mail order and distributorship services in the fields of electronic and electrical equipment, parts and accessories   |
| 11.       | <u>COBY and Design</u><br> | Renewed May 21, 2006   | RN: 1974823<br>SN: 74646374 | (Int'l Class: 16)<br>cardboard cartons; plastic and paper envelopes and bags for merchandise packaging; printed inserts and instructional manuals for consumer electronics, computers, and related products and accessories; catalogs brochures and pamphlets in the field of consumer electronics; posters and placards; calendars;   |

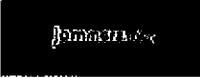

| TM Record | Mark/Name   | Status/Status Date                                       | App. No./Reg. No.           | Full Goods/Services   |
|-----------|---|--|-----------------------------|---|
|           |   |  |                             | <p>paper stickers; paper identification tags; and address labels, shipping labels and printed labels, all not made of textile<br/>(Int'l Class: 42)<br/>retail store services, wholesale stores and distributorships, and mail order catalog and distributorship services in the fields of electronic and electrical equipment, parts and accessories</p>   |
| 12.       | <u>COBY</u>   | Registered 8<br>Accepted July 25,<br>2016                | RN: 3534496<br>SN: 77006867 | <p>(Int'l Class: 09)<br/>cellular, mobile and digital versatile disc accessories, namely, hands-free earphones with microphones, hands-free headphones with microphones, hands-free neckband in-ear style headphones, stereo in-ear headphones; cd player with alarm clock and radio; earphones; stereo systems and associated components, namely, receivers, am/fm tuners, and speakers; portable listening devices, namely, portable compact disc players, compact disc portable stereos with black and white television; portable mp3 digital players; digital versatile disc players and accessories, namely, dvd cases, headphones, av cables, ac adaptors, dc adaptors, cassette adaptors, coaxial antenna adaptors, and rechargeable battery packs; digital versatile disc (dvd) home theater in box system, namely, dvd player, audio speakers, am/fm tuner and amplifier, remote control, av cables, and am/fm antennae; portable digital versatile disc players; digital and compact disc players; voltage converters and adapters; multi-media players, portable media players (pmp) and printed inserts and instructional manuals and informational flyers relating to all of the aforementioned goods sold as a unit</p> |
| 13.       | <u>COBY and Design</u><br> | Registered Supplemental Register 8 Accepted June 5, 2014 | RN: 3342228<br>SN: 76651750 | <p>(Int'l Class: 09)<br/>portable audio and video consumer electronic products, namely, portable audio and video players, namely, mp3 players, dvd players, personal media players, portable radios and portable headphones, and components sold therewith, namely, remote controls for mp3 players, dvd players, personal media players, and portable radios, carrying cases, electrical cords, cassette adapters, ac adapters, battery packs, headphones, and video screens</p>   |
| 14.       | <u>COBY</u>   | Registered 8<br>Accepted July 22,<br>2015                | RN: 3546355<br>SN: 77446405 | <p>(Int'l Class: 09)<br/>portable key chains composed primarily of a digital photo frame; digital photo frames;</p>   |

| TM Record | Mark/Name   | Status/Status Date          | App. No./Reg. No.           | Full Goods/Services  |
|-----------|---|-----------------------------|-----------------------------|--|
|           |   |                             |                             | digital photo frames with clock; digital photo frames with mp3 player  |
| 15.       | <u>COBY SMART</u><br><u>and Design</u><br>   | Registered January 18, 2011 | RN: 3909418<br>SN: 85009210 | (Int'l Class: 09)<br>earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; fitted plastic films known as skins for covering and providing a scratch proof barrier or protection for electronic devices, namely, mp3 players, mobile telephones, smart telephones, digital cameras, global positioning systems and personal digital assistants; mp3 players; mp4 players; portable listening devices, namely, mp3 players; protective carrying cases for portable music players, namely, mp3 players; vinyl covers specially adapted for cell phones, mp3 players, laptops, computers, portable satellite radios, personal digital assistants, remote controls, and television satellite recorders |
| 16.       | <u>COBY SMART</u><br><u>and Design</u><br> | Registered January 18, 2011 | RN: 3909425<br>SN: 85010464 | (Int'l Class: 09)<br>portable electronic device for receiving and reading text, images and sound through wireless and wired internet access and for displaying electronically published materials, namely, books, journals, newspapers, magazines, multimedia presentations; computer hardware and software in the field of text, image and sound transmission and display; apparatus for recording, transmission, reproduction and processing of data, sound, texts or images; apparatus for storage of data, sound, texts or images, namely, pre-recorded electronic media featuring music, films, and television programs   |
| 17.       | <u>COBY SMART &gt;</u>  | Registered January 18, 2011 | RN: 3909419<br>SN: 85009211 | (Int'l Class: 09)<br>earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; fitted plastic films known as skins for covering and providing a scratch proof barrier or protection for electronic devices, namely, mp3 players, mobile telephones, smart telephones, digital cameras, global positioning systems and personal digital assistants; mp3 players; mp4 players; portable listening devices, namely, mp3 players; protective carrying cases for portable music players, namely, mp3 players; vinyl covers specially adapted for cell phones, mp3 players, laptops, computers,   |

| TM Record | Mark/Name   | Status/Status Date                     | App. No./Reg. No.           | Full Goods/Services  |
|-----------|---|--|-----------------------------|--|
|           |   |  |                             | portable satellite radios, personal digital assistants, remote controls, and television satellite recorders  |
| 18.       | <u>COBY SMART &gt;</u>  | Registered January 18, 2011            | RN: 3909424<br>SN: 85010457 | (Int'l Class: 09)<br>portable electronic device for receiving and reading text, images and sound through wireless and wired internet access and for displaying electronically published materials, namely, books, journals, newspapers, magazines, multimedia presentations; computer hardware and software in the field of text, image and sound transmission and display; apparatus for recording, transmission, reproduction and processing of data, sound, texts or images; apparatus for storage of data, sound, texts or images, namely, pre-recorded electronic media featuring music, films, and television programs |
| 19.       | <u>COBY SNAPP</u>   | Registered October 12, 2010            | RN: 3861683<br>SN: 77739857 | (Int'l Class: 09)<br>handheld digital camcorders   |
| 20.       | <u>COBY SNAPP and Design</u><br> | Registered October 5, 2010             | RN: 3857836<br>SN: 77754903 | (Int'l Class: 09)<br>handheld digital camcorders   |
| 21.       | <u>COBY SNAPP and Design</u><br> | Registered February 22, 2011           | RN: 3923778<br>SN: 77754906 | (Int'l Class: 09)<br>handheld digital camcorders   |
| 22.       | <u>ECOBY</u>  | Registered 8 & 15 November 19, 2012    | RN: 3241973<br>SN: 78921046 | (Int'l Class: 35)<br>on-line retail store services featuring consumer electronics  |
| 23.       | <u>JAMMERZ</u>  | Registered 8 Accepted January 19, 2016 | RN: 3636192<br>SN: 77378187 | (Int'l Class: 09)<br>earphones and headphones; headphones; personal headphones for use with sound transmitting systems; ear phones   |
| 24.       | <u>JAMMERZ ELITE</u>  | Registered November 20, 2012           | RN: 4247489<br>SN: 85562952 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphones and headphones; headphones; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |

| TM Record | Mark/Name               | Status/Status Date               | App. No./Reg. No.           | Full Goods/Services  |
|-----------|-------------------------|----------------------------------|-----------------------------|--|
| 25.       | <u>JAMMERZ MOODS</u>    | Registered<br>September 25, 2012 | RN: 4214910<br>SN: 85319155 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphones and headphones; headphones; headphones including attached lanyard; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones   |
| 26.       | <u>JAMMERZ PLATINUM</u> | Registered May 3, 2011           | RN: 3955563<br>SN: 77895383 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones |
| 27.       | <u>JAMMERZ PREMIERE</u> | Registered<br>November 13, 2012  | RN: 4243673<br>SN: 85562991 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphones and headphones; headphones; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 28.       | <u>JAMMERZ SPORTS X</u> | Registered<br>December 18, 2012  | RN: 4262045<br>SN: 85319175 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphones and headphones; headphones; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 29.       | <u>JAMMERZ STREETS</u>  | Registered<br>September 25, 2012 | RN: 4214912<br>SN: 85319169 | (Int'l Class: 09)<br>audio headphones; ear buds; ear phones; earphones and headphones; headphones; headphones including attached lanyard; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones   |
| 30.       | <u>JAMMERZ TALK</u>     | Registered April 26, 2011        | RN: 3951877<br>SN: 77895397 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension   |



| TM Record | Mark/Name  | Status/Status Date           | App. No./Reg. No.           | Full Goods/Services  |
|-----------|--|------------------------------|-----------------------------|--|
|           |  |                              |                             | cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 31.       | <u>JAMMERZ</u><br><u>ULTRA</u>   | Registered January 11, 2011  | RN: 3905858<br>SN: 85028529 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; loudspeakers, headphones, microphones and cd players; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones |
| 32.       | <u>JAMMERZ</u><br><u>ULTRA (Stylized)</u><br> | Registered January 11, 2011  | RN: 3905859<br>SN: 85028841 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; loudspeakers, headphones, microphones and cd players; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones |
| 33.       | <u>JAMMERZ</u><br><u>XTRA (Stylized)</u><br>  | Registered August 31, 2010   | RN: 3840444<br>SN: 77877443 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; hands free devices for mobile-phones; headphones; headphones including attached lanyard; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones                                   |
| 34.       | <u>JAMMERZ</u><br><u>XTRA</u>  | Registered September 7, 2010 | RN: 3844235<br>SN: 77877445 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and   |

| TM Record | Mark/Name   | Status/Status Date  | App. No./Reg. No.           | Full Goods/Services  |
|-----------|---|---|-----------------------------|--|
|           |   |   |                             | headphones; hands free devices for mobile-phones; headphones; headphones including attached lanyard; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 35.       | <u>JAMMERZ XTREME</u>   | Registered August 9, 2011                                 | RN: 4010341<br>SN: 85061705 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones |
| 36.       | <u>JAMMERZ XTREME</u><br>(Stylized)<br> | Registered August 9, 2011                                 | RN: 4010342<br>SN: 85061706 | (Int'l Class: 09)<br>audio headphones; ear phones; earphone accessories, namely, earphone cushions, earphone pads, cord management systems, earphone cases, and earphone extension cords; earphones; earphones and headphones; headphones; headphones including attached lanyard; music headphones; personal headphones for sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones |
| 37.       | <u>KYROS</u>  | Registered August 9, 2011                                 | RN: 4008851<br>SN: 85179020 | (Int'l Class: 09)<br>portable handheld digital electronic device for transmitting and receiving data over a communication network, and for displaying, reviewing and organizing such data in multiple formats, such formats being in the nature of software applications, text, images, audio, and video, whether such data is transmitted or received over a communication network or stored local to the portable electronic device      |
| 38.       | <u>MP3 and Design</u><br>              | Registered Supplemental Register 8 Accepted July 24, 2014 | RN: 3270485<br>SN: 78558701 | (Int'l Class: 09)<br>consumer electronics products, namely, cd players, dvd players, tv/dvd combination units and mp3 players  |
| 39.       | <u>OWN EVERY SESSION</u>  | Registered August 30, 2016                                | RN: 5032175<br>SN: 85871334 | (Int'l Class: 09)<br>ear buds, ear phones; earphones and headphones; headphones with microphones; music headphones; personal headsets for  |

| TM Record | Mark/Name                                   | Status/Status Date              | App. No./Reg. No.           | Full Goods/Services   |
|-----------|---|---------------------------------|-----------------------------|---|
|           |   |                                 |                             | sound transmitting apparatuses; personal headphones for use with sound transmitting systems; stereo headphones  |
| 40.       | <u>SNAPP</u>                                | Registered January 25, 2011     | RN: 3911261<br>SN: 85104176 | (Int'l Class: 09)<br>handheld digital camcorders  |
| 41.       | <u>SNAPP and Design</u><br><br><b>Snapp</b> | Registered January 25, 2011     | RN: 3911262<br>SN: 85104924 | (Int'l Class: 09)<br>handheld digital camcorders  |
| 42.       | <u>SUPERNAMIC</u>                           | Renewed March 12, 2006          | RN: 1961778<br>SN: 74637731 | (Int'l Class: 09)<br>headphones and connecting plugs; portable loudspeakers; radios; cassette players and recorders; and microphones  |
| 43.       | <u>V ZON</u>                                | Registered 8 & 15 June 11, 2012 | RN: 3234608<br>SN: 78543716 | (Int'l Class: 09)<br>portable dvd players   |
| 44.       | <u>V ZON (Stylized)</u><br><br><b>V·ZON</b> | Registered January 10, 2012     | RN: 4084915<br>SN: 85173810 | (Int'l Class: 09)<br>handheld audio and video mp4 players, for storing, organizing, reviewing, and playing digital files for music, videos, photographs, images, text, calendars, and schedules |
| 45.       | <u>V·ZON (Stylized)</u><br><br><b>V·ZON</b> | Registered 8 & 15 June 11, 2012 | RN: 3229239<br>SN: 78758657 | (Int'l Class: 09)<br>portable dvd players   |
| 46.       | <u>VITRUVIAN</u>                            | Registered January 18, 2011     | RN: 3908450<br>SN: 77578813 | (Int'l Class: 09)<br>consumer electronics, namely, docking stations for personal media players  |