

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BALTIC LATVIAN UNIVERSAL ELECTRONICS, LLC		09/08/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TREE LINE DIRECT LENDING, LP, as Collateral Agent		
Street Address:	101 California Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2770612	BLUE	
Registration Number:	3744471	BLUE	
Registration Number:	4334561	BLUE TIKI	
Registration Number:	2888480	BABY BOTTLE	
Registration Number:	3820962	BLUE MICROPHONES	
Registration Number:	4334945	BLUE SPARK	
Registration Number:	4338793	BLUE SPARK DIGITAL	
Registration Number:	2816852	BLUEBERRY	
Registration Number:	2883776	BOTTLE	
Registration Number:	2883775	CACTUS	
Serial Number:	87425288	CLEARLY. DIFFERENT.	
Registration Number:	2959024	DRAGONFLY	
Registration Number:	4787034	HUMMINGBIRD	
Registration Number:	3737880	ICICLE	
Registration Number:	2816853	KIWI	
Registration Number:	3772672	MIKEY	
Registration Number:	2885841	MOUSE	
Registration Number:	4470652	NESSIE	

CH \$640.00 2770612

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3807377	POWERSTREAM
Registration Number:	4046213	REACTOR
Registration Number:	3051413	ROBBIE THE MIC PRE
Registration Number:	3744470	SNOWFLAKE
Registration Number:	3744469	SNOWBALL
Registration Number:	3329984	WOODPECKER
Registration Number:	1846545	SUMMIT AUDIO INC.

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: cfraser@kslaw.com

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	BLUE 22036.015010
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	09/08/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2017, is made by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of TREE LINE DIRECT LENDING, LP ("*Tree Line*"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "*Collateral Agent*") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, BLUE MICROPHONES HOLDING CORPORATION, a Delaware corporation ("*Holdings*"), BALTIC LATVIAN UNIVERSAL ELECTRONICS, LLC, a California limited liability company ("*Borrower*"), the subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder, the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") and Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*"), and the Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), have entered into a Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

(a) all of its Trademarks registered or applied for in the United States providing for the grant by or to such Grantor of any right under any Trademark registered or applied for in the United States, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]


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

**BALTIC LATVIAN UNIVERSAL
ELECTRONICS, LLC, as Grantor**

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

MARK	APP. NO.	FILED	REG. NO.	REG. DATE	OWNER
BLUE	76072797	06/19/2000	2770612	10/07/2003	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
 [BLUE & Design]	77769343	06/26/2009	3744471	02/02/2010	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102 Westlake Village, CA 91362
BLUE TIKI (mark and design)	85732833	09/19/2012	4334561	05/14/2013	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102 Westlake Village, CA 91362
BABY BOTTLE	76509392	04/25/2003	2888480	09/28/2004	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
BLUE MICROPHONES	77869670	11/10/2009	3820962	07/20/2010	Baltic Latvian Universa Electronics, LLC DBA Blue Microphones LLC 5706 Corsa Ave. Suite 102
BLUE SPARK	85756120	10/17/2012	4334945	05/14/2013	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
BLUE SPARK DIGITAL	85756209	10/17/2012	4338793	05/21/2013	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
BLUEBERRY	76509390	04/25/2003	2816852	02/24/2004	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
BOTTLE	76509396	04/25/2003	2883776	09/14/2004	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
CACTUS	76509395	04/25/2003	2883775	09/14/2004	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
CLEARLY.DIFFERENT.	87425288	04/25/2017	PENDING	PENDING	Baltic Latvian Universa Electronics, LLC
DRAGONFLY	76509393	04/25/2003	2959024	06/07/2005	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102
HUMMINGBIRD	86277381	5/9/14	4,787,034	8/4/2015	Baltic Latvian Universa Electronics, LLC 5706 Corsa Ave. Suite 102

MARK	APP. NO.	FILED	REG. NO.	REG. DATE	OWNER
ICICLE	77581129	09/29/2008	3737880	01/12/2010	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
KIWI	76509391	04/25/2003	2816853	02/24/2004	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
MIKEY	77581137	09/29/2008	3772672	04/06/2010	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
MOUSE	76509394	04/25/2003	2885841	09/21/2004	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
NESSIE	85963003	06/18/2013	4470652	01/21/2014	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
POWERSTREAM	76662360	06/29/2006	3807377	06/22/2010	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
REACTOR	85007721	04/06/2010	4046213	10/25/2011	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
ROBBIE THE MIC PRE	76578171	02/27/2004	3051413	01/24/2006	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
SNOWFLAKE	77769338	6/26/2009	3744470	2/2/10	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
SNOWBALL	77769333	6/26/2009	3744469	2/2/10	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
WOODPECKER	76622542	11/29/04	3329984	11/6/07	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102
SUMMIT AUDIO INC.	74346406	1/7/93	1846545	7/26/94	Baltic Latvian Universal Electronics, LLC 5706 Corsa Ave. Suite 102

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.