

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459002

|   |                             |                           |                       |
|---|-----------------------------|---------------------------|-----------------------|
| <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>    |
| AUDIO DESIGN EXPERTS, INC.  |                             | 01/04/2018                | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                             |                           |                       |
| <b>Name:</b>  | WISTRON CORPORATION         |                           |                       |
| <b>Street Address:</b>  | 21F, NO. 88, SEC 1          |                           |                       |
| <b>Internal Address:</b>  | HSINTAI 5TH ROAD HSICHIH    |                           |                       |
| <b>City:</b>  | NEW TAIPEI CITY             |                           |                       |
| <b>State/Country:</b>   | TAIWAN                      |                           |                       |
| <b>Postal Code:</b>   | 22181                       |                           |                       |
| <b>Entity Type:</b>   | Corporation: TAIWAN         |                           |                       |
| <b>PROPERTY NUMBERS Total: 11</b>   |                             |                           |                       |
| <b>Property Type</b>  | <b>Number</b>               | <b>Word Mark</b>          |                       |
| <b>Registration Number:</b>   | 5324167                     | FESTIVAL                  |                       |
| <b>Registration Number:</b>   | 5312146                     | A NEW PHILOSOPHY OF SOUND |                       |
| <b>Registration Number:</b>   | 5311757                     | ARENA                     |                       |
| <b>Registration Number:</b>   | 5237345                     | WAND                      |                       |
| <b>Registration Number:</b>   | 4735981                     | TURBO SERIES BY RIVA      |                       |
| <b>Registration Number:</b>   | 4923122                     | ADX                       |                       |
| <b>Registration Number:</b>   | 4923121                     | ADX                       |                       |
| <b>Registration Number:</b>   | 4827529                     | RIVA                      |                       |
| <b>Registration Number:</b>   | 4827528                     | RIVA                      |                       |
| <b>Registration Number:</b>   | 4713076                     | TRILLIUM                  |                       |
| <b>Serial Number:</b>   | 87022605                    | CONCIERGE                 |                       |
| <b>CORRESPONDENCE DATA</b>  |                             |                           |                       |
| <b>Fax Number:</b>  | 3128278185                  |                           |                       |
| <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> |                             |                           |                       |
| <b>Email:</b>   | valerie.swanson@klgates.com |                           |                       |
| <b>Correspondent Name:</b>  | K&L Gates LLP               |                           |                       |
| <b>Address Line 1:</b>  | P.O. Box 1135               |                           |                       |

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|   |                              |
|---|------------------------------|
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60690-1135 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1156441-99999                |
| <b>NAME OF SUBMITTER:</b>   | Donald Bingham               |
| <b>SIGNATURE:</b>   | /Donald Bingham/             |
| <b>DATE SIGNED:</b>   | 01/23/2018                   |
| <b>Total Attachments: 6</b><br>source=audio design experts#page1.tif<br>source=audio design experts#page2.tif<br>source=audio design experts#page3.tif<br>source=audio design experts#page4.tif<br>source=audio design experts#page5.tif<br>source=audio design experts#page6.tif |                              |

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of January 4, 2018, is made by and between Audio Design Experts, Inc., a Delaware corporation (the "**Grantor**") in favor of Wistron Corporation, a Taiwanese corporation (the "**Secured Party**").

WHEREAS, the Grantor has entered into a Security Agreement dated as of December 18, 2017 (the "**Security Agreement**"), with the Secured Party;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Electronic Execution. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



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

AUDIO DESIGN EXPERTS, INC.

By:   
Name: Anthony Wang  
Title: CEO

SCHEDULE 2

PATENTS

| File No.   | Title                           | Jurisdiction | Type    | Patent No. | Issue Date     | Record Owner |
|------------|---------------------------------|--------------|---------|------------|----------------|--------------|
| ADX.001NP  | Broad Sound Loudspeaker System  | USA          | Utility | 9,288,601  | March 15, 2016 | ADX          |
| ADX.001CP1 | Broad Sound Loudspeaker System  | USA          | Utility | 9,369,817  | June 14, 2016  | ADX          |
| ADX.001CP2 | Broad Sound Loudspeaker System  | USA          | Utility | 9,197,963  | Nov. 24, 2015  | ADX          |
| ADX.002DP  | Loudspeaker                     | USA          | Design  | D743,937   | Nov. 24, 2015  | ADX          |
| ADX.003NP  | Improved Bass Shaker Transducer | USA          | Utility | 9,282,409  | March 8, 2016  | ADX          |

| File No.  | Title                     | Jurisdiction | Type   | Pat. App. No. | Filing Date     | Record Owner |
|-----------|---------------------------|--------------|--------|---------------|-----------------|--------------|
| ADX.005DP | Loudspeaker System Design | USA          | Design | 29/576,187    | August 31, 2016 | ADX          |

TRADEMARKS

Trademark Registrations

| Mark                      | Jurisdiction | Registration Number | Registration Date | Record Owner               |
|---------------------------|--------------|---------------------|-------------------|----------------------------|
| FESTIVAL                  | U.S.         | 5324167             | October 31, 2017  | Audio Design Experts, Inc. |
| A NEW PHILOSOPHY OF SOUND | U.S.         | 5312146             | October 17, 2017  | Audio Design Experts, Inc. |
| ARENA                     | U.S.         | 5311757             | October 17, 2017  | Audio Design Experts, Inc. |
| WAND                      | U.S.         | 5237345             | July 4, 2017      | Audio Design Experts, Inc. |
| TURBO SERIES BY RIVA      | U.S.         | 4735981             | May 12, 2015      | Audio Design Experts, Inc. |
| <b>ADX</b>                | U.S.         | 4923122             | March 22, 2016    | Audio Design Experts, Inc. |
| ADX                       | U.S.         | 4923121             | March 22, 2016    | Audio Design Experts, Inc. |
| <b>RIVA</b>               | U.S.         | 4827529             | October 6, 2015   | Audio Design Experts, Inc. |
| RIVA                      | U.S.         | 4827528             | October 6, 2015   | Audio Design Experts, Inc. |

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| <u>Mark</u> | <u>Jurisdiction</u>                                | <u>Registration Number</u> | <u>Registration Date</u> | <u>Record Owner</u>        |
|-------------|--|----------------------------|--------------------------|----------------------------|
| TRILLIUM    | U.S.   | 4713076                    | March 31, 2015           | Audio Design Experts, Inc. |
| RIVA        | Canada   | TMA908351                  | July 14, 2015            | Audio Design Experts, Inc. |
| RIVA        | Chile  | 1096734                    | April 30, 2014           | Audio Design Experts, Inc. |
| <b>RIVA</b> | European Union                                     | 011950995                  | February 3, 2014         | Audio Design Experts, Inc. |
| WAND        | European Union                                     | 012134664                  | April 4, 2015            | Audio Design Experts, Inc. |
| RIVA        | European Union                                     | 011836608                  | February 8, 2014         | Audio Design Experts, Inc. |
| RIVA        | International Registration                         | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | Japan<br>(International Registration)              | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | S. Korea<br>(International Registration)           | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | Malaysia   | 2013010800                 | September 24, 2014       | Audio Design Experts, Inc. |
| RIVA        | Mexico   | 1602537                    | January 13, 2016         | Audio Design Experts, Inc. |
| RIVA        | Norway<br>(International Registration)             | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | Panama   | 225455 01                  | August 13, 2013          | Audio Design Experts, Inc. |
| RIVA        | Russian Federation<br>(International Registration) | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | Singapore<br>(International Registration)          | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | South Africa                                       | 2013/25888                 | April 29, 2016           | Audio Design Experts, Inc. |

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| <u>Mark</u> | <u>Jurisdiction</u>                         | <u>Registration Number</u> | <u>Registration Date</u> | <u>Record Owner</u>        |
|-------------|---|----------------------------|--------------------------|----------------------------|
| RIVA        | Switzerland<br>(International Registration) | 1171224                    | July 29, 2013            | Audio Design Experts, Inc. |
| RIVA        | Taiwan                                      | 01656472                   | August 1, 2014           | Audio Design Experts, Inc. |
| RIVA        | Thailand                                    | 171123514                  | July 31, 2017            | Audio Design Experts, Inc. |
| RIVA        | Venezuela                                   | P346975                    | April 6, 2015            | Audio Design Experts, Inc. |

**Trademark Application**

| <u>Mark</u> | <u>Jurisdiction</u> | <u>ITU Status</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>[Record Owner]</u>      |
|-------------|---------------------|-------------------|---------------------------|--------------------|----------------------------|
| CONCIERGE   | U.S.                | Suspended         | 87022605                  | May 3, 2016        | Audio Design Experts, Inc. |

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