

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRIFFIN TECHNOLOGY, LLC		07/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 81			
Property Type	Number	Word Mark	
Registration Number:	3649683	POWERMATE	
Registration Number:	5028393	UPTOWN BAND	
Registration Number:	4990253	SURVIVOR ADVENTURE	
Serial Number:	87460302	SURVIVOR FIT	
Serial Number:	87460315	SURVIVOR PRIME	
Registration Number:	4979849	SURVIVOR JOURNEY	
Registration Number:	4979614	SURVIVOR SUMMIT	
Registration Number:	5013916	SURVIVOR	
Registration Number:	4822209	SURVIVOR SLIM	
Registration Number:	4942793	MULTIDOCK	
Registration Number:	4783537	LIGHTRUNNER	
Registration Number:	4774338		
Registration Number:	4774339		
Registration Number:	4774340		
Registration Number:	4774341		
Registration Number:	4852327	ITRIP	
Registration Number:	4753300	AIRSTRAP 360	
Registration Number:	4852114	GRIFFIN PROTECTION SYSTEM	
Registration Number:	4918821	DROP PROTECTION MEETS SELF EXPRESSION	
TRADEMARK			

OP \$2040.00 3649683

Property Type	Number	Word Mark
Registration Number:	4837701	G
Registration Number:	4837702	GRIFFIN
Registration Number:	4783208	SURVIVOR ALL-TERRAIN
Registration Number:	4765829	SURVIVOR CROSSGRIP
Registration Number:	4783203	SURVIVOR CORE
Registration Number:	5098112	SURVIVOR
Registration Number:	4709633	IDENTITY
Registration Number:	4634263	IDENTITY
Registration Number:	4623643	DREAMSTAND
Registration Number:	4623644	SKYVIEW
Registration Number:	4619874	MOTO TC
Registration Number:	4537769	SEP·A·RATES
Registration Number:	4533561	AIRSTRAP
Registration Number:	4623603	KAZOOKEEPER
Registration Number:	4655067	POWERJOLT
Registration Number:	4545154	SEPARATES
Registration Number:	4405867	WOOGIE
Registration Number:	4560900	BEAMHAUS
Registration Number:	4405866	SURVIVOR
Registration Number:	4409919	STUDIOCONNECT
Registration Number:	4448639	WOODTONES
Registration Number:	4211243	HELO TC
Registration Number:	4302029	APPPOWERED
Registration Number:	4286544	DRIVESAFE
Registration Number:	4176625	QSCRIPT
Registration Number:	4524052	LOOP
Registration Number:	4005079	RESERVE
Registration Number:	3920905	G
Registration Number:	3556144	GRIFFIN
Registration Number:	3465993	POWERDOCK
Registration Number:	3465980	ELAN
Registration Number:	3613108	SMARTSCAN
Registration Number:	3606708	AUTOPILOT
Registration Number:	3478515	TUNEBUDS
Registration Number:	5072627	ROADTRIP
Registration Number:	5131807	SURVIVOR
Registration Number:	5028454	SURVIVOR TACTICAL
Registration Number:	4961434	CHARGESENSOR

Property Type	Number	Word Mark
Registration Number:	4953207	POWER & CO.
Registration Number:	4953208	POWER & CO.
Registration Number:	5464870	POWER & CO.
Registration Number:	5464871	POWER & CO.
Registration Number:	5055355	COURIER
Registration Number:	5046135	IMIC
Registration Number:	5312353	SURVIVOR
Registration Number:	5271903	SURVIVOR CLEAR
Registration Number:	5125556	BREAKSAFE
Registration Number:	5056061	SNAPBOOK
Registration Number:	5056006	SURVIVOR PLAY
Registration Number:	5050182	POWERBLOCK
Registration Number:	4057221	GUITARCONNECT
Registration Number:	3938740	G GRIFFIN
Registration Number:	3908598	MYPHONES
Registration Number:	4729431	INTERCHANGEABLE DESIGN COLLECTION
Registration Number:	4626567	SLEEP SPORT
Registration Number:	4762104	WAVEGRIP
Registration Number:	4697457	TRAINER
Registration Number:	4594779	SPORTCUFF
Registration Number:	5000380	IMPACT DISPERSION SYSTEM
Registration Number:	2930363	ITRIP
Registration Number:	3310415	ELEVATOR
Registration Number:	3313112	ROADTRIP

CORRESPONDENCE DATA

Fax Number:

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: 3122014000

Email: kristina.bunker@goldbergkohn.com

Correspondent Name: Goldberg Kohn Ltd. c/o Kristina Bunker

Address Line 1: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Kristina Bunker

SIGNATURE: /kb/

DATE SIGNED: 07/10/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 6, 2018, is made by GRIFFIN TECHNOLOGY, LLC, a Delaware limited liability company (together with its successors and assigns, the "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders"), and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrower.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business

identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

(ii) all renewals of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;

(iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and

(v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

GRIFFIN TECHNOLOGY, LLC, a Delaware limited liability company

By: 

Name: Andy P. Kelleher

Title: CEO

AGREED AND ACCEPTED:

this 6th day of July, 2018

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent





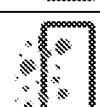
By: _____


Name: *Forand Petrucci*


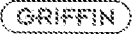
Title: *Authorized Signatory*

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
POWERMATE	77485710 29-MAY-2008	3649683 07-JUL-2009	Registered	GRIFFIN TECHNOLOGY LLC
UPTOWN BAND	86702871 23-JUL-2015	5028393 23-AUG-2016	Registered	GRIFFIN TECHNOLOGY LLC
SURVIVOR ADVENTURE	86698647 20-JUL-2015	4990253 28-JUN-2016	Registered	GRIFFIN TECHNOLOGY LLC
SURVIVOR FIT	87460302 23-MAY-2017		Published (Pending)	GRIFFIN TECHNOLOGY, LLC
SURVIVOR PRIME	87460315 23-MAY-2017		Published (Pending)	GRIFFIN TECHNOLOGY, LLC
SURVIVOR JOURNEY	86698665 20-JUL-2015	4979849 14-JUN-2016	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR SUMMIT	86633662 18-MAY-2015	4979614 14-JUN-2016	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR 	86605070 21-APR-2015	5013916 02-AUG-2016	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR SLIM	86592381 09-APR-2015	4822209 29-SEP-2015	Registered	GRIFFIN TECHNOLOGY, LLC
MULTIDOCK	86585978 02-APR-2015	4942793 19-APR-2016	Registered	GRIFFIN TECHNOLOGY, LLC
LIGHTRUNNER	86424596 15-OCT-2014	4783537 28-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
	86414550 03-OCT-2014	4774338 14-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
	86414562 03-OCT-2014	4774339 14-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
	86414571 03-OCT-2014	4774340 14-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
	86414585 03-OCT-2014	4774341 14-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
ITRIP	86386537 05-SEP-2014	4852327 10-NOV-2015	Registered	GRIFFIN TECHNOLOGY, LLC
AIRSTRAP 360	86336232 14-JUL-2014	4753300 09-JUN-2015	Registered	GRIFFIN TECHNOLOGY, LLC
GRIFFIN PROTECTION SYSTEM	86308267 12-JUN-2014	4852114 10-NOV-2015	Registered	GRIFFIN TECHNOLOGY, LLC
DROP PROTECTION MEETS SELF EXPRESSION	86307141 11-JUN-2014	4918821 15-MAR-2016	Registered	GRIFFIN TECHNOLOGY, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
	86307121 11-JUN-2014	4837701 20-OCT-2015	Registered	GRIFFIN TECHNOLOGY, LLC
GRIFFIN	86307137 11-JUN-2014	4837702 20-OCT-2015	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR ALL-TERRAIN	86305822 10-JUN-2014	4783208 28-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR CROSSGRIP	86304508 09-JUN-2014	4765829 30-JUN-2015	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR CORE	86304552 09-JUN-2014	4783203 28-JUL-2015	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR	86299351 03-JUN-2014	5098112 13-DEC-2016	Registered	GRIFFIN TECHNOLOGY, LLC
IDENTITY <i>identity</i>	86294058 28-MAY-2014	4709633 24-MAR-2015	Registered	GRIFFIN TECHNOLOGY, LLC
IDENTITY	86185749 05-FEB-2014	4634263 04-NOV-2014	Registered	GRIFFIN TECHNOLOGY, LLC
DREAMSTAND	86103842 29-OCT-2013	4623643 21-OCT-2014	Registered	GRIFFIN TECHNOLOGY, LLC
SKYVIEW	86103848 29-OCT-2013	4623644 21-OCT-2014	Registered	GRIFFIN TECHNOLOGY, LLC
MOTO TC	86103851 29-OCT-2013	4619874 14-OCT-2014	Registered	GRIFFIN TECHNOLOGY, LLC
SEP-A-RATES	86101673 25-OCT-2013	4537769 27-MAY-2014	Registered	GRIFFIN TECHNOLOGY, LLC
AIRSTRAP	86088366 10-OCT-2013	4533561 20-MAY-2014	Registered	GRIFFIN TECHNOLOGY, LLC
KAZOOKEEPER	86087280 09-OCT-2013	4623603 21-OCT-2014	Registered	GRIFFIN TECHNOLOGY, LLC
POWERJOLT	86041817 19-AUG-2013	4655067 16-DEC-2014	Registered	GRIFFIN TECHNOLOGY, LLC
SEPARATES	86013796 18-JUL-2013	4545154 03-JUN-2014	Registered	GRIFFIN TECHNOLOGY, LLC
WOOGIE	85750510 10-OCT-2012	4405867 24-SEP-2013	Registered	GRIFFIN TECHNOLOGY, LLC
BEAMHAUS	85748697 09-OCT-2012	4560900 01-JUL-2014	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR SURVIVOR	85749527 09-OCT-2012	4405866 24-SEP-2013	Registered	GRIFFIN TECHNOLOGY, LLC
STUDIOCONNECT	85739430 26-SEP-2012	4409919 01-OCT-2013	Registered	GRIFFIN TECHNOLOGY, LLC
WOODTONES	85680593 18-JUL-2012	4448639 10-DEC-2013	Registered	GRIFFIN TECHNOLOGY, LLC
HELO TC	85358020 28-JUN-2011	4211243 18-SEP-2012	Registered	GRIFFIN TECHNOLOGY, LLC
APPOWERED	85326963 23-MAY-2011	4302029 12-MAR-2013	Registered	GRIFFIN TECHNOLOGY, LLC
DRIVESAFE	85274065 23-MAR-2011	4286544 05-FEB-2013	Registered	GRIFFIN TECHNOLOGY, LLC
QSCRIPT	85274070	4176625	Registered	GRIFFIN TECHNOLOGY,

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
	23-MAR-2011	17-JUL-2012		LLC
LOOP	85274084 23-MAR-2011	4524052 06-MAY-2014	Registered	GRIFFIN TECHNOLOGY, LLC
RESERVE	85095701 29-JUL-2010	4005079 02-AUG-2011	Registered	GRIFFIN TECHNOLOGY, LLC
	77876005 19-NOV-2009	3920905 15-FEB-2011	Registered	GRIFFIN TECHNOLOGY, LLC
GRIFFIN 	77329993 15-NOV-2007	3556144 06-JAN-2009	Registered	GRIFFIN TECHNOLOGY, LLC
POWERDOCK	77230000 15-JUL-2007	3465993 15-JUL-2008	Registered	GRIFFIN TECHNOLOGY, LLC
ELAN	77227487 11-JUL-2007	3465980 15-JUL-2008	Registered	GRIFFIN TECHNOLOGY, LLC
SMARTSCAN	77222138 05-JUL-2007	3613108 28-APR-2009	Registered	GRIFFIN TECHNOLOGY, LLC
AUTOPILOT	77222144 05-JUL-2007	3606708 14-APR-2009	Registered	GRIFFIN TECHNOLOGY, LLC
TUNEBUDS	76658117 10-APR-2006	3478515 05-AUG-2008	Registered	GRIFFIN TECHNOLOGY, LLC
ROADTRIP	86945724 18-MAR-2016	5072627 01-NOV-2016	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR	86942470 16-MAR-2016	5131807 31-JAN-2017	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR TACTICAL	86730108 19-AUG-2015	5028454 23-AUG-2016	Registered	GRIFFIN TECHNOLOGY, LLC
CHARGESENSOR	86588519 06-APR-2015	4961434 17-MAY-2016	Registered	GRIFFIN TECHNOLOGY, LLC
POWER & CO.	86978688 03-MAR-2015	4953207 03-MAY-2016	Registered	GRIFFIN TECHNOLOGY, LLC
POWER & CO.	86978689 03-MAR-2015	4953208 03-MAY-2016	Registered	GRIFFIN TECHNOLOGY, LLC
POWER & CO.	86552144 03-MAR-2015	5464870 08-MAY-2018	Registered	GRIFFIN TECHNOLOGY, LLC
POWER & CO.	86552165 03-MAR-2015	5464871 08-MAY-2018	Registered	GRIFFIN TECHNOLOGY, LLC
COURIER	86524195 04-FEB-2015	5055355 04-OCT-2016	Registered	GRIFFIN TECHNOLOGY, LLC
IMIC	86432924 23-OCT-2014	5046135 20-SEP-2016	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR	86942454 16-MAR-2016	5312353 17-OCT-2017	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR CLEAR	86827367 20-NOV-2015	5271903 22-AUG-2017	Registered	GRIFFIN TECHNOLOGY, LLC
BREAKSAFE	86812330 06-NOV-2015	5125556 17-JAN-2017	Registered	GRIFFIN TECHNOLOGY, LLC
SNAPBOOK	86785307 12-OCT-2015	5056061 04-OCT-2016	Registered	GRIFFIN TECHNOLOGY, LLC
SURVIVOR PLAY	86763324 21-SEP-2015	5056006 04-OCT-2016	Registered	GRIFFIN TECHNOLOGY, LLC
POWERBLOCK	86277316 09-MAY-2014	5050182 27-SEP-2016	Registered	GRIFFIN TECHNOLOGY, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
GUITARCONNECT	85090136 22-JUL-2010	4057221 15-NOV-2011	Registered	GRIFFIN TECHNOLOGY, LLC
 GRIFFIN	77876006 19-NOV-2009	3938740 29-MAR-2011	Registered	GRIFFIN TECHNOLOGY, LLC
MYPHONES	77704914 02-APR-2009	3908598 18-JAN-2011	Registered	GRIFFIN TECHNOLOGY, LLC
INTERCHANGEABLE DESIGN COLLECTION	86376443 25-AUG-2014	4729431 28-APR-2015	Registered Supplemental Register	GRIFFIN TECHNOLOGY, LLC
SLEEP SPORT	86281437 14-MAY-2014	4626567 21-OCT-2014	Registered Supplemental Register	GRIFFIN TECHNOLOGY, LLC
WAVEGRIP	86278908 12-MAY-2014	4762104 23-JUN-2015	Registered Supplemental Register	GRIFFIN TECHNOLOGY, LLC
TRAINER	86255574 17-APR-2014	4697457 03-MAR-2015	Registered Supplemental Register	GRIFFIN TECHNOLOGY, LLC
SPORTCUFF	86255582 17-APR-2014	4594779 26-AUG-2014	Registered Supplemental Register	GRIFFIN TECHNOLOGY, LLC
IMPACT DISPERSION SYSTEM	86775654 01-OCT-2015	5000380 12-JUL-2016	Registered Supplemental Register	GRIFFIN TECHNOLOGY, LLC
ITRIP	76576163 19-FEB-2004	2930363 08-MAR-2005	Renewed in 2014	GRIFFIN TECHNOLOGY, LLC
ELEVATOR	76671743 24-JAN-2007	3310415 16-OCT-2007	Renewed in 2017	GRIFFIN TECHNOLOGY, LLC
ROADTRIP	76634172 23-MAR-2005	3313112 16-OCT-2007	Renewed in 2017	GRIFFIN TECHNOLOGY, LLC