

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDIO DESIGN EXPERTS, INC.		07/25/2018	Corporation:
RECEIVING PARTY DATA			
Name:	WISTORN CORPORATION		
Street Address:	158, SINGSHAN RD., NEIHU		
City:	TAIPEI		
State/Country:	TAIWAN		
Postal Code:	11469		
Entity Type:	Corporation: TAIWAN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5324167	FESTIVAL	
Registration Number:	5312146	A NEW PHILOSOPHY OF SOUND	
Registration Number:	5311757	ARENA	
Registration Number:	5237345	WAND	
Registration Number:	4735981	TURBO SERIES BY RIVA	
Registration Number:	4923122	ADX	
Registration Number:	4923121	ADX	
Registration Number:	4827529	RIVA	
Registration Number:	4713076	TRILLIUM	
Serial Number:	87022605	CONCIERGE	
CORRESPONDENCE DATA			
Fax Number:	8586385040		
<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>			
Phone:	858 638 6619		
Email:	joshua.gibbs@dlapiper.com		
Correspondent Name:	Josh Gibbs		
Address Line 1:	4365 executive drive		
Address Line 2:	dla piper llp (us)		

CH \$265.00 5324167

Address Line 4: san diego, CALIFORNIA 92123-2133

NAME OF SUBMITTER: Lisa A. Haile

SIGNATURE: /lisa a. haile/

DATE SIGNED: 01/30/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 25, 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 July 25, 2018, with the Secured Party (the “**Security Agreement**”); and

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 attached 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 attached 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.

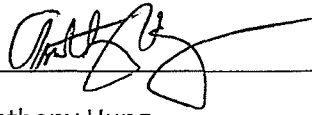
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 set forth above.

AUDIO DESIGN EXPERTS, INC.

By:  _____

Name: Anthony Hung

Title: Chief Executive Officer

SCHEDULE 1

PATENTS

<u>File No.</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Record Owner</u>
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
<u>File No.</u>	<u>Title</u>	<u>Jurisdiction</u>		<u>Pat. App. No.</u>	<u>Filing Date</u>	<u>Record Owner</u>
ADX.005DP	Loudspeaker System Design	USA	Design	29/576,187	August 31, 2016	ADX

SCHEDULE 2

TRADEMARKS

Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
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.
ADX	U.S.	4923122	March 22, 2016	Audio Design Experts, Inc.
ADX	U.S.	4923121	March 22, 2016	Audio Design Experts, Inc.
RIVA	U.S.	4827529	October 6, 2015	Audio Design Experts, Inc.
RIVA	U.S.	4827528	October 6, 2015	Audio Design Experts, Inc.
TRILLIUM	U.S.	4713076	March 31, 2015	Audio Design Experts, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
RIVA	Canada	TMA908351	July 14, 2015	Audio Design Experts, Inc.
RIVA	Chile	1096734	April 30, 2014	Audio Design Experts, Inc.
RIVA	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 (International Registration)	1171224	July 29, 2013	Audio Design Experts, Inc.
RIVA	S. Korea (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 (International Registration)	1171224	July 29, 2013	Audio Design Experts, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
RIVA	Panama	225455 01	August 13, 2013	Audio Design Experts, Inc.
RIVA	Russian Federation (International Registration)	1171224	July 29, 2013	Audio Design Experts, Inc.
RIVA	Singapore (International Registration)	1171224	July 29, 2013	Audio Design Experts, Inc.
RIVA	South Africa	2013/25888	April 29, 2016	Audio Design Experts, Inc.
RIVA	Switzerland (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.