

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Business Financial Services Inc.		01/03/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Danish Audio Group		
Street Address:	Parkvanget 8, 2680		
City:	Solrod Strand		
State/Country:	DENMARK		
Entity Type:	CORPORATION: DENMARK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2768926	M & K SOUND ENTERTAINMENT	
Registration Number:	2327519	TRIPOLE	
Registration Number:	1239216	MK	
CORRESPONDENCE DATA			
Fax Number:	(818)783-0992		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818-783-0990		
Email:	amy@rozsalaw.com		
Correspondent Name:	Thomas I. Rozsa		
Address Line 1:	18757 Burbank Boulevard		
Address Line 2:	Suite 220		
Address Line 4:	Tarzana, CALIFORNIA 91356-3346		
ATTORNEY DOCKET NUMBER:	44830		
DOMESTIC REPRESENTATIVE			

OP \$90.00 2768926

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Thomas I. Rozsa
Signature:	/Thomas I. Rozsa/
Date:	08/07/2008

Total Attachments: 9

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ASSIGNMENT AND RELEASE

WHEREAS, Miller and Kreisel Sound Inc. has adopted and used the following United States Trademark Registrations:

1. "M&K SOUND ENTERTAINMENT", Registration No. 2,768,926, registered on October 17, 2000.
2. "TRIPOLE", Registration No. 2,327,519, registered on March 14, 2000.
3. "MK (Stylized Letters)", Registration No. 1,239,216, registered in June, 1976.

WHEREAS, Miller and Kreisel Sound Inc. granted a security interest in the above-referenced trademark registrations to Merrill Lynch Business Financial Services Inc. ("Merrill Lynch");

WHEREAS, Miller and Kreisel Sound Inc. filed for Chapter 07 bankruptcy in the United States Bankruptcy Court;

WHEREAS, Merrill Lynch conducted a foreclosure sale of its security interest in the three above-referenced trademark registrations;

WHEREAS, pursuant to a Secured Party Bill of Sale, Merrill Lynch assigned to Danish Audio Group, a corporation of Denmark whose principal business address is Parkvanget 8, 2680 Solrod Strand, Denmark, all of Miller and Kreisel Sound, Inc.'s right, title and interest to the above three trademark registrations; and

WHEREAS, Danish Audio Group is desirous of acquiring all right, title and interest in the three trademark Registrations pursuant to the Secured Party Bill of Sale;

WHEREAS a true and correct copy of the Secured Party Bill of Sale is attached to this Assignment as Exhibit 1 and incorporated herein by reference;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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1. For good and valuable consideration, the receipt of which is hereby acknowledged, Merrill Lynch does hereby assign unto Danish Audio Group all right, title and interest which Merrill Lynch has, if any, in and to the trademark registrations set forth above, together with the goodwill of the business symbolized by the mark.

2. The assignment and transfer of the property identified herein is specifically subject to the provisions of the Secured Party Bill of Sale executed by the parties hereto.

3. Except for the obligations of Merrill Lynch pursuant to this Assignment, Danish Audio Group, a corporation of Denmark ("DAG") fully, finally, forever, and completely releases, relieves, acquits, remises, and discharges Merrill Lynch, Merrill Lynch Pierce Fenner & Smith Incorporated, Great American Group, Inc., and their successors, predecessors and assigns, past and present employees, agents, representatives, attorneys, accountants, parent companies, divisions, subsidiary companies, shareholders, directors, officers and any other person acting in his or her individual or representative capacities, and affiliates (collectively, the "Released Parties ") from any and all liens, losses, claims, debts, liabilities, demands, obligations, acts, agreements, costs and expenses (including without limitation attorneys' fees), damages, injuries, sanctions, suits, actions or causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, including but not limited to, any claims based upon or arising out of or appertaining to the foreclosure sale referenced above, this Assignment, and/or the transfer of the property referred to herein to DAG, including, but not limited to the acquisition by DAG of any property in connection with said foreclosure sale. The release herein is intended as a full and complete release of any and all claims by DAG against the Released Parties that it may or might have against it as set forth above including claims raised by Federal and State statutes, by reason of any of the matters arising out of or in connection with such claims that have been released. In making this release, DAG intends to and does hereby

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release the Released Parties from any and all liability of any nature whatsoever for all damage or injury (specifically including all expenses to which it may have incurred or suffered and including any and all consequential damages on account of such injury) as well as for all consequences, efforts, results of such injury or damage whether the same are now known or unknown, expected or unexpected, have already appeared or developed, or may now be latent or may in the future appear or develop with respect to claims that have been released.

It is expressly understood that DAG hereby waives the provisions of California Civil Code, Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

DAG further acknowledges and agrees that it is aware that it may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which it now knows or believes to be true, as to the matters released herein. Nevertheless, it is the intention of DAG, through this release, to fully, finally and forever release all such matters, and all claims related thereto, which do now exist, may exist or heretofore have existed. In furtherance of such intention, the releases herein given shall be and remain in effect as full and complete releases of such matters, notwithstanding the discovery or existence of any such additional or different claims or facts related thereto by DAG. In entering into these releases, DAG does not rely upon any statement, representation or promise of any other party hereto or any other person or entity, except as expressly stated in this Assignment.

DAG further assumes the risk of any misrepresentation, concealment, or mistake. If DAG should subsequently discover that any facts relied upon by it in entering into this

Assignment were untrue or that any fact was concealed from it, or that any understanding of the facts or of the law was incorrect, it shall not be entitled to set aside this Assignment or the releases provided for herein by reason thereof.

Merrill Lynch Business Financial Services Inc.

Dated: _____

By: _____
Name: _____
Title: _____

Danish Audio Group, a Corporation of Denmark

Dated: Jan. 3 2008

By: _____
Name: Per Becher
Title: President

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Assignment were untrue or that any fact was concealed from it, or that any understanding of the facts or of the law was incorrect, it shall not be entitled to set aside this Assignment or the releases provided for herein by reason thereof.

Merrill Lynch Business Financial Services Inc.

Dated: 11-28-07

By: *Scott Kennedy*
Name: Scott Kennedy
Title: DIRECTOR

Danish Audio Group, a Corporation of Denmark

Dated: _____

By: _____
Name: _____
Title: _____

SECURED PARTY BILL OF SALE

THIS SECURED PARTY BILL OF SALE IS MADE AS OF THIS 19th day of July, 2007, by Merrill Lynch Business Financial Services, Inc. ("Seller") to Danish Audio Group ("Buyer").

WITNESSETH:

(S. Oliver Scandinavia Aps.
Rantuvangset 9
2650 Skovod
DENMARK Reg. No. 2068986)

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WHEREAS, Seller has a perfected security interest in the personal property of Miller & Kreisel Sound, Inc. (the "Debtor") including the intellectual property and tradenames for the same (the "Intellectual Property"); and

WHEREAS, the indebtedness secured by the Intellectual Property is in default, and Seller has the right to foreclose upon and sell said Intellectual Property pursuant to Section 9-610 of the Uniform Commercial Code as enacted and as amended in the State of California (the "Code");

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Intellectual Property pursuant to this Bill of Sale;

NOW THEREFORE, in consideration of the foregoing promises and the payment of Two Hundred Nine Thousand dollars (\$ 209,000.00 USD), and other for and valuable consideration (the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9-610 of the Code, Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, its successors and assigns, all right, title and interest of Debtor in and to the Intellectual Property, upon and subject to the terms described herein.

EXCEPT AS SET FORTH IN THE RECITALS ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE MAKING OF ANY REPRESENTATIVE OR WARRANTY, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE INTELLECTUAL PROPERTY; THE CONDITION, DESIGN, OR QUALITY OF THE INTELLECTUAL PROPERTY; THE FITNESS OF THE INTELLECTUAL PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE INTELLECTUAL PROPERTY; COMPLIANCE OF THE INTELLECTUAL PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT OR TRADEMARK INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE INTELLECTUAL PROPERTY OR THE CONFORMITY OF THE INTELLECTUAL PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE INTELLECTUAL PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION,

EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE INTELLECTUAL PROPERTY.

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE INTELLECTUAL PROPERTY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALLY BY THE INTELLECTUAL PROPERTY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE INTELLECTUAL PROPERTY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT OR THE INTELLECTUAL PROPERTY.

BUYER ACKNOWLEDGES THAT (i) CERTAIN OF THE INTELLECTUAL PROPERTY BEING SOLD PURSUANT TO THIS BILL OF SALE MAY BE SUBJECT TO ONE OR MORE LICENSE AGREEMENTS OR SIMILAR AGREEMENTS AND THAT THE SALE OF SUCH PROPERTY IS SUBJECT TO ALL TERMS AND CONDITIONS THEREOF; (ii) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE RELATING THERETO; AND (iii) SELLER SHALL HAVE NO LIABILITY OR OBLIGATION THEREFOR OR THEREUNDER.

BUYER ACKNOWLEDGES THAT: (i) SELLER HAS NOT PERFORMED ANY SEARCHES (OTHER THAN UNIFORM COMMERCIAL CODE SEARCHES) TO DETERMINE THE EXISTENCE OF ANY OTHER SECURED PARTIES WITH RESPECT TO THE INTELLECTUAL PROPERTY; (ii) THE BUYER HAS EITHER CONDUCTED SUCH OTHER SEARCHES AS IT DEEMS NECESSARY AND APPROPRIATED TO DETERMINE THE EXISTENCE OF ANY SUCH SECURED PARTIES OR HAS HAD AN OPPORTUNITY TO DO SO BUT HAS ELECTED NOT TO DO SO; (iii) SELLER HAS NOT SENT A NOTIFICATION OF DISPOSITION TO ANY PERSON OR ENTITY THAT MAY HAVE A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY WHOSE EXISTENCE MAY HAVE BEEN DETERMINED AS A RESULT OF SUCH OTHER SEARCHES; AND (iv) BUYER IS SATISFIED AS TO THE OWNERSHIP AND LIEN STATUS OF SUCH INTELLECTUAL PROPERTY.

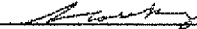
Buyer acknowledges that Seller has made no representation or warranty concerning the location of Intellectual Property nor whether all of the Intellectual Property is in existence or operational. BUYER PURCHASES THE INTELLECTUAL PROPERTY "AS IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Intellectual Property subject to the terms of this Bill of Sale.

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Buyer agrees to be responsible for all tax liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed or imposed on the Intellectual Property (except for the liens and security interests of Seller in and to the Intellectual Property and the subordinate liens and security interests in and to the Intellectual Property which are discharged pursuant to the Code) or as a result of the ownership or sale of the Intellectual Property.

IN WITNESS WHEREOF Seller has executed this instrument on the date first above written.

SELLER: Merrill Lynch Business Financial Services, Inc.

By: 

Name: Scott Kennedy

Title: Director

AGREED TO:

BUYER:

By: 

Name: Per Becher

Title: Managing Director

Addendum: Included Intellectual Property

This Bill of Sale covers the following: M&K, M&K Sound, Miller & Kriezel Professional, the M&K Logo, and M&K Tripole, M&K Web name, and M&K web domain.

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is made as of this 19 day of July, 2007, by Merrill Lynch Business Financial Services, Inc. ("Seller") to DANISH RUBIO ("Buyer").
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WITNESSETH:

WHEREAS, Seller has a perfected security interest in the intellectual property (the "Intellectual Property") of Miller & Kreisel Sound, Inc. (the "Debtor"); and

WHEREAS, the indebtedness secured by the Intellectual Property is in default, and Seller has the right to foreclose upon and sell said Property pursuant to Section 9-610 of the Uniform Commercial Code as enacted and as amended in the State of California (the "Code"); and

WHEREAS, Seller wishes to sell and assign and Buyer wishes to purchase and take an assignment of the Intellectual Property pursuant to this Assignment of Intellectual Property;

NOW THEREFORE, in consideration of the foregoing promises and the payment of NINE THOUSAND dollars (\$9,000), and other good and valuable consideration (the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9-610 of the Code, Seller does hereby grant, bargain, sell, assign, transfer and convey unto the Buyer, its successors and assigns, all right, title and interest of Debtor in and to the Intellectual Property, upon and subject to the terms described in that certain Secured Party Bill of Sale entered into contemporaneously herewith by the Seller and the Buyer, the terms of which are incorporated herein by reference as though set forth at length. TWO HUNDRED

IN WITNESS WHEREOF Seller has executed this instrument on the date first above written.

SELLER: Merrill Lynch Business Financial Services, Inc.

By: [Signature]
Name: Scott Kennedy
Title: DIRECTOR

AGREED TO:

BUYER: [Signature]
By: [Signature]
Name: Paul Becher
Title: Managing Director

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