

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Allen & Heath Limited		03/13/2009	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mizuho Corporate Bank, Ltd. London Branch as Offshore Security Trustee		
<b>Street Address:</b>	Bracken House		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4M9JA		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2248582	ALLEN & HEATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	504274		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

CH \$40.00 2248582

**900167562**

**TRADEMARK  
 REEL: 004246 FRAME: 0702**

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

07/22/2010

**Total Attachments: 10**

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Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 13, 2009 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Mizuho Corporate Bank, Ltd., London Branch, as Offshore Security Trustee (defined below) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, K.K. BCJ-1, a company organized under the laws of Japan (the "Parent"), D&M Holdings Inc. (as successor in interest to K.K. BCJ-2), a company organized under the laws of Japan (the "Company"), and certain Subsidiaries of the Parent have entered into a Senior Facilities Agreement dated 28 July 2008 (as amended by an Amendment Agreement on 8 September 2008, and as may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement") with Aozora Bank, Ltd., Mizuho Bank, Ltd., Mizuho Corporate Bank, Ltd., Morgan Stanley Japan Securities Co., Ltd., Shinsei Bank, Limited and Société Générale as mandated lead arrangers, the other lenders party thereto, Mizuho Corporate Bank, Ltd. as administrative agent and security agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Parent, the Company and certain Subsidiaries of the Parent have entered into a Senior Mezzanine Facility Agreement dated 28 July 2008 (as amended by an Amendment Agreement on 8 September 2008, and as may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Mezzanine Facility Agreement", and together with the Senior Facilities Agreement, the "Facilities Agreements") with Morgan Stanley Japan Securities Co., Ltd. and Shinsei Bank, Limited as mandated lead arrangers, the other lenders party thereto, Shinsei Bank, Limited as administrative agent and Mizuho Corporate Bank, Ltd. as security agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Parent and the Company have entered into a Security Agency Deed dated 23 February 2009 (as may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agency Deed") among, *inter alia*, the Parent, the Company, the financial institutions party thereto as senior lenders, Mizuho Corporate Bank, Ltd. as senior administrative agent, the financial institutions party thereto as senior mezzanine lenders, Shinsei Bank, Limited as senior mezzanine administrative agent, the hedge counterparties party thereto, Mizuho Corporate Bank, Ltd. as security agent for the Secured Parties and Mizuho Corporate Bank, Ltd., London Branch as offshore security trustee (the "Offshore Security Trustee") for the Secured Parties.

WHEREAS, the Grantors have entered into a Security Agreement dated as of March 13, 2009 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Offshore Security Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security

Each Grantor hereby grants to the Offshore Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- 1.1 all material United States patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Offshore Security Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- 1.2 all material United States trademark and service mark registrations and applications and the goodwill thereto as set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Offshore Security Trustee from time to time) (the "Trademarks");
- 1.3 all material United States copyrights and copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Offshore Security Trustee from time to time) (the "Copyrights");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.
- 1.6 Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment

and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

2. **Recordation**

Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement.

3. **Execution in Counterparts**

This Agreement may be executed in any number of counterparts, 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.

4. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Offshore Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Termination**

This IP Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This IP Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Offshore Security Trustee shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Collateral acquired under this IP Security Agreement. Additionally, upon such satisfactory performance or payment, the Offshore Security Trustee shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this IP Security Agreement and any security interest in, to or under the Collateral.

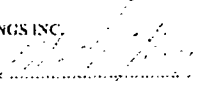
6. **Governing Law**


This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

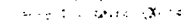
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

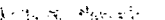
**D&M HOLDINGS INC.**

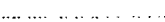
By:  .....

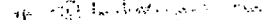
Name: 

Title: 

Address:

..... of  .....

.....  .....

Email Address: 

**CALREC AUDIO LIMITED**

By: .....

Name:

Title:

Address:

.....

.....

Email Address:

**ALLEN & HEATH LIMITED**

By: .....

Name:

Title:

Address:

.....

.....

Email Address:

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

**D&M HOLDINGS INC.**

By: .....

Name:

Title:

Address:

.....

.....

Email Address:

**CALREC AUDIO LIMITED**

By: *[Signature]* .....

Name: G.S. WALTER

Title: FINANCIAL DIRECTOR

Address:

.....

.....

Email Address: *g.walter@calrec.com*

**ALLEN & HEATH LIMITED**

By: .....

Name:

Title:

Address:

.....

.....

Email Address:

Signature Page to Intellectual Property Security Agreement (Short Form - IP Security Agreement)

IN WITNESS WHEREOF, each signator has caused this Agreement to be duly executed and delivered by its officer or authorized duly authorized as of the date first above written.

**B&M HOLDINGS INC.**

By: \_\_\_\_\_

Name

Title

Address

\_\_\_\_\_

\_\_\_\_\_

E-mail Address

**CALREX AGGIO LIMITED**

By: \_\_\_\_\_

Name

Title

Address

\_\_\_\_\_

\_\_\_\_\_

E-mail Address

**ALLEN & HEATH LIMITED**

By: \_\_\_\_\_

Name

Title

Address

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## SCHEDULE A

### PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

Grantor	Patents	Patent No.	Application No.	Issue Date
D&M Holdings Inc.	Optical disk system having table-of-contents information data	5,634,031	08/391,550	5/27/1997
D&M Holdings Inc.	Automatic disk changer with detachable clampers held by a disk mounting mechanism	5,959,959	08/567,768	9/28/1999
D&M Holdings Inc.	Frequency control device and method for frequency synchronization with multiplex signal by OFDM, receiving device, ad communication device	6,314,083	09/053,740	11/6/2001
D&M Holdings Inc.	Image reproduction apparatus	6,445,876	09/099,064	9/3/2002
D&M Holdings Inc.	Communication content recording apparatus and method	6,483,855	09/136,735	11/19/2002
D&M Holdings Inc.	Voice reproduction apparatus and voice reproduction system	6,317,715	09/184,586	11/13/2001
D&M Holdings Inc.	Communication system using orthogonal frequency division multiplexed signal	6,816,453	09/404,750	11/9/2004
D&M Holdings Inc.	Communication system using orthogonal frequency division multiplexed signal	7,406,128	10/909,405	7/29/2008
D&M Holdings Inc.	Disk driving unit	6,456,572	09/407,851	9/24/2002
D&M Holdings Inc.	Data recording and reproducing apparatus	6,515,948	09/645,581	2/4/2003
D&M Holdings Inc.	Optical disc reproducing apparatus	6,434,100	09/671,367	8/13/2002
D&M Holdings Inc.	Data storage device	6,490,109	09/707,969	12/3/2002
D&M Holdings Inc.	An apparatus for reproducing video, still images, audio and text from data based upon a processing order	7,072,882	10/092,413	7/4/2006
D&M Holdings Inc.	Optical disc reproducing apparatus	6,791,909	10/101,216	9/14/2004
D&M Holdings Inc.	Optical disk reproducing apparatus and reproducing method	6,951,024	10/229,531	9/27/2005
D&M Holdings Inc.	Recording medium reproducing apparatus	6,973,019	10/244,751	12/6/2005
D&M Holdings Inc.	Audio reproducing apparatus	7,308,188	10/259,602	12/11/2007
D&M Holdings Inc.	Optical disk reproducing apparatus	7,219,355	10/383,429	5/15/2007
D&M Holdings Inc.	Pulse width modulation amplifier	6,967,527	10/669,209	11/22/2005
D&M Holdings Inc.	Optical disc reproducing apparatus	7,251,204	10/797,061	7/31/2007
D&M Holdings Inc.	Reproducing apparatus, operating apparatus for reproducing and reproducing method	7,218,578	10/799,637	5/15/2007

Grantor	Patents	Patent No.	Application No.	Issue Date
D&M Holdings Inc.	Contents data transmission/reception system, contents data transmitter, contents data receiver and contents data transmission/reception method	7,412,060	10/800,688	8/12/2008
D&M Holdings Inc.	Projector apparatus	7,070,284	10/802,360	7/4/2006
D&M Holdings Inc.	Output selection device and output selection method for video signals	7,289,160	10/953,101	10/30/2007
D&M Holdings Inc.	Optical disc reproducing apparatus and reproducing method	7,471,616	10/951,622	12/30/2008
D&M Holdings Inc.	Optical disc reproducing apparatus	7,489,599	11/072,453	2/10/2009
D&M Holdings Inc.	Audio signal output device	[ ]	11/658,183	[ ]

Grantor	Trademarks/Trade names	Reg. No.	Application No.	Filing Date	Issue Date
D&M Holdings Inc.	MARANTZ	762,235	72/164,256	3/8/1963	12/31/1963
D&M Holdings Inc.	DENON	1,035,966	72/466,583	8/27/1973	3/16/1976
D&M Holdings Inc.	DENON	1,048,902	73/057,454	7/11/1975	9/28/1976
D&M Holdings Inc.	DENON	1,521,593	73/682,015	9/1/1987	1/24/1989
D&M Holdings Inc.	MARANTZ	1,538,024	73/748,388	8/24/1988	5/9/1989
D&M Holdings Inc.	MARANTZ	1,857,222	74/801,675	1/31/1991	10/4/1994
D&M Holdings Inc.	MARANTZ	1,936,183	74/802,394	1/31/1991	11/14/1998
D&M Holdings Inc.	DENON	2,176,147	75/198,232	11/7/1996	7/28/1998
D&M Holdings Inc.	SAUL	2,465,002	75/724,164	6/8/1999	7/3/2001
D&M Holdings Inc.	DENON	2,859,352	76/374,225	2/22/2002	7/6/2004
DENON, Ltd					
D&M Holdings Inc.	[Figure] DENON DJ Mark	2,851,763	76/492,938	2/25/2003	6/8/2004
D&M Holdings Inc.	D&M	3,075,073	76/494,868	3/5/2003	4/4/2006
D&M Holdings Inc.	[Figure] DENON LINK Mark	2,908,018	76/561,713	11/25/2003	12/7/2004
D&M Holdings Inc.	D&M	3,102,669	76/603,811	7/26/2004	6/13/2006
D&M Holdings Inc.	HDAM	3,507,218	77/247,002	8/3/2007	9/30/2008
D&M Holdings Inc.	X-SPACE	[ ]	77/249,865	8/8/2007	[ ]
D&M Holdings Inc.	iSpector	[ ]	77/354,252	12/18/2007	[ ]
D&M Holdings Inc.	PowerSpector	[ ]	77/381,227	1/25/2008	[ ]
Allen & Heath Limited	ALLEN & HEATH	2,248,582	75/260,643	3/20/1970	6/1/1999
Allen & Heath Limited	XONE	3,362,758	79/039,089	1/31/2007	1/1/2008
Calrec Audio Limited	BLUEFIN	3,484,955	78/828,310	3/3/2006	8/12/2008
Calrec Audio Limited	CALREC	3,442,633	78/828,302	3/3/2006	6/3/2008
Calrec Audio Limited	CALREC (Logo)	3,442,632	78/828,295	3/3/2006	6/3/2008
Calrec Audio Limited	BLUEFIN HIGH DENSITY SIGNAL PROCESSING (Logo)	3,485,011	78/928,975	7/13/2006	8/12/2008
Calrec Audio Limited	HD signal processing (Logo)	3,352,283	78/928,919	7/13/2006	12/11/2007
Calrec Audio Limited	CALREC (New Logo)	3,580,963	77/000,428	9/15/2006	2/24/2009