

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Lending Services Corporation		08/02/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as successor Administrative Agent		
<b>Street Address:</b>	31 West 52nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2281970	AUDIO ARCHITECTURE	
Registration Number:	1727193	GOLDDISC	
Registration Number:	1810502	GOLDDISC COMPACT DIGITAL AUDIO	
Registration Number:	2228167	GOLDDRIVE	
Registration Number:	2081403	HITDISC	
Registration Number:	2150857	IMAGIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-239-0310		
<b>Email:</b>	jdavis@eapdlaw.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		

CH \$165.00 2281970

ATTORNEY DOCKET NUMBER:	23666.0222
NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jdavis/
Date:	08/20/2010
Total Attachments: 4 source=TM 6 TritonTM 3804.908#page1.tif source=TM 6 TritonTM 3804.908#page2.tif source=TM 6 TritonTM 3804.908#page3.tif source=TM 6 TritonTM 3804.908#page4.tif	

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS (this "Assignment") dated as of August 2, 2010 is made by CIT LENDING SERVICES CORPORATION, a Delaware corporation, in its capacity as Administrative Agent pursuant to the Credit Agreement as defined in that Security Agreement referred to below (in such capacity, the "Assignor"), and TORONTO DOMINION (TEXAS) LLC, a Delaware limited liability company, as successor Administrative Agent (in such capacity, together with its successors and assigns, the "Assignee").

### RECITALS

WHEREAS, TRITONTM, INC., a Delaware corporation ("TritonTM"), and others, are parties to a certain Amended and Restated Security Agreement dated as of June 20, 2008 in favor of the Assignor (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein without definition have the meanings assigned to such terms in the Security Agreement; and

WHEREAS, in accordance with the Security Agreement, TritonTM previously executed and delivered a certain Trademark Security Agreement dated as of June 20, 2008, in favor of the Assignor and recorded with the United States Patent and Trademark Office on June 27, 2008, in Reel 003804, Frame 0908 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") with respect to the Trademarks described in Exhibit A hereto; and

WHEREAS, pursuant to a certain Fourth Amendment to Credit Agreement and a certain Agreement Regarding Agency Resignation Appointment and Acceptance of even date herewith, the Assignor is, contemporaneously herewith, resigning as Administrative Agent, under, among other documents, the Security Agreement, and the Assignee is, contemporaneously herewith, accepting the appointment as successor Administrative Agent, under, among other documents, the Security Agreement, and, in furtherance of the foregoing and contemporaneously herewith, the Assignor is irrevocably assigning and transferring to the Assignee, and the Assignee is accepting, all the estates, properties, rights, powers and duties of the Assignor in, to and under, among other documents, the Security Agreement.

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

The foregoing recitals are hereby incorporated by reference herein.

In furtherance of the foregoing, the Assignor hereby assigns and transfers irrevocably to the Assignee and its successors and assigns, all the rights, title, interests, powers and duties of the Assignor in, to and under the Trademark Security Agreement, and the Assignee hereby accepts such assignment and accepts all the estates, properties, rights, powers and duties of the Assignor under and pursuant to the Trademark Security Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, including, but not limited to, Section 5-1401 of the New York General Obligations Law.

This Assignment may be executed by the parties hereto in several counterparts hereof and by the different parties hereto on separate counterparts hereof, all of which counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Security Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**ASSIGNOR:**

CIT LENDING SERVICES CORPORATION,  
as resigning Administrative Agent

By:   
Anthony Holland, Vice President

**ASSIGNEE:**

TORONTO DOMINION (TEXAS) LLC,  
as successor Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Security Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**ASSIGNOR:**

CIT LENDING SERVICES CORPORATION,  
as resigning Administrative Agent

By: \_\_\_\_\_  
Anthony Holland, Vice President

**ASSIGNEE:**

TORONTO DOMINION (TEXAS) LLC,  
as successor Administrative Agent

By: \_\_\_\_\_  
Name: **BEBI YASIN**  
Title: **AUTHORIZED SIGNATORY**

**EXHIBIT A**

**TritonTM, Inc.**

**Trademarks**

Trademark	Serial Number	Application Date	Registration Number	Registration Date
AUDIO ARCHITECTURE	75/273146	04 Apr 1997	2,281,970	28 Sep 1999
GOLDDISC	74/176997	17 Jun 1991	1,727,193	27 Oct 1992
GOLDDISC COMPACT DIGITAL AUDIO and Design	74/177000	17 Jun 1991	1,810,502	14 Dec 1993
GOLDDRIVE	75/413483	29 Dec 1997	2,228,167	2 Mar 1999
HITDISC	75/138077	05 Jul 1997	2,081,403	22 Jul 1997
IMAGIO	75/275224	03 APR 1997	2,150,857	14 Apr 1998