

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BBE Sound, Inc.		08/08/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KMC Music, Inc.		
<b>Street Address:</b>	55 Griffin Road South		
<b>City:</b>	Bloomfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06002		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1913090	BARCUS-BERRY	
<b>Registration Number:</b>	2145379	MATCHMAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(860)286-0115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(860)286-2929		
<b>Email:</b>	TM-CT@cantorcolburn.com		
<b>Correspondent Name:</b>	Curtis Krechevsky		
<b>Address Line 1:</b>	Cantor Colburn LLP		
<b>Address Line 2:</b>	20 Church Street, 22nd Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-3207		
<b>ATTORNEY DOCKET NUMBER:</b>	KMC0452AXX		
<b>NAME OF SUBMITTER:</b>	Curtis Krechevsky		
<b>Signature:</b>	/Curtis Krechevsky/		

OP \$65.00 1913090

Date:

08/22/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into effective as of August 8, 2011 by and between

**BBE Sound Inc.**, a corporation of California, located at 5381 Production Drive, Huntington Beach, California, 92649 (the "ASSIGNOR") of the one part; AND

**KMC Music, Inc.**, a corporation of Connecticut, 55 Griffin Road South, Bloomfield, Connecticut, 06002 (the "ASSIGNEE") of the other part.

The ASSIGNOR and the ASSIGNEE are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, ASSIGNOR is the proprietor and owner of the entire right, title and interest in and to the marks listed in the attached Exhibit A (the "Trademarks"), together with all goodwill associated therewith;

WHEREAS, ASSIGNEE is desirous of acquiring the Trademarks together with the goodwill associated therewith in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the ASSIGNEE to the ASSIGNOR (the receipt of which is hereby acknowledged), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, the ASSIGNOR does hereby assign to the ASSIGNEE all right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining to, symbolized by, and associated with the said Trademarks in the respective countries, and all rights of action, of whatsoever kind and nature, for past, present, and future infringements of the said Trademarks, the same to be held and enjoyed by ASSIGNEE and by ASSIGNEE'S successors and assigns forever as fully and entirely as the same could have been held and enjoyed by ASSIGNOR if this Trademark Assignment Agreement had not been made.
2. The ASSIGNOR is, based on information and belief, the sole proprietor of all rights, title and interests derived from and in connection with the Trademarks.
3. ASSIGNOR hereby represents and warrants that no assignment, sale, agreement, or encumbrance of the Trademarks has been or will be made or entered into which would conflict with this Agreement.
4. The ASSIGNOR shall furnish the ASSIGNEE with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the ASSIGNEE. The ASSIGNOR shall also furnish the ASSIGNEE with the original certificates of registration covering the Trademarks.
5. This Agreement is effective as of the date first written above. The Parties hereto agree that this Agreement may be submitted to the relevant trademark offices and other authorities to perfect and/or record ASSIGNEE'S ownership of the Trademarks and the registrations thereof. Each Party hereto

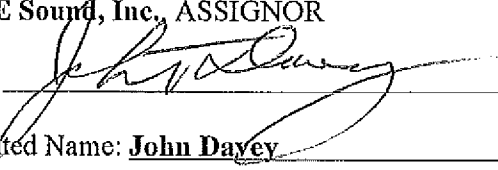
shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the applicable laws of each jurisdiction.
7. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.
8. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
9. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative.

This Trademark Assignment Agreement may be signed in counterparts if necessary, each of which will be deemed to be an original.

**BBE Sound, Inc., ASSIGNOR**

By: 

Printed Name: John Daye

Title: Chief Financial Officer

**KMC Music, Inc., ASSIGNEE**

By: 

Printed Name: Edward Miller

Title: President

Exhibit A (The "Trademarks")

TRADEMARK	COUNTRY	CLASS	APPLICATION #	FILING DATE	REGISTRATION #	REGISTRATION DATE
BARCUS BERRY	China	9	9900001200	04-Jan-1999	1432414	14-Aug-2000
BARCUS BERRY	European Community	9, 15	225532	01-Apr-1996	225532	12-Nov-1998
<b>barcus-berry</b>	European Community	9, 15	225581	01-Apr-1996	225581	12-Nov-1998
BARCUS BERRY	Japan	9	112422/97	02-May-1997	4193110	02-Oct-1998
BARCUS BERRY	Japan	15	112423/97	02-May-1997	4218301	04-Dec-1998
BARCUS BERRY	Malaysia	9	2000/13507	27-Sep-2000	2000/13507	27-Sep-2000
BARCUS BERRY	Taiwan	9	89050759	01-Sep-2000	989575	16-Mar-2002
BARCUS BERRY	United States	9, 15	74/511,655	12-Apr-1994	1,913,090	22-Aug-1995
MATCHMAKER	United States	9	75/134,123	15-Jul-1996	2,145,379	17-Mar-1998