

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/28/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Numark Industries, L.P.		09/28/2012	LIMITED PARTNERSHIP: FLORIDA

RECEIVING PARTY DATA

Name:	inMusic Brands, Inc.
Street Address:	200 Scenic View Drive
Internal Address:	Suite 201
City:	Cumberland
State/Country:	RHODE ISLAND
Postal Code:	02864
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2391963	ANTI SHOCK
Registration Number:	3262793	AXIOM
Registration Number:	3704315	AXIS 4
Registration Number:	3702796	BOOM
Registration Number:	3383347	CONNECTIV
Registration Number:	2402458	DJ IN A BOX
Registration Number:	3612974	DJIO
Registration Number:	3393506	FIT FOR SOUND
Registration Number:	3612350	FIT FOR SOUND
Registration Number:	3768366	HYPERCONTROL
Registration Number:	3134162	IDJ

Registration Number:	2984756	LUNA
Registration Number:	2839581	M-AUDIO
Registration Number:	3047826	M-AUDIO
Registration Number:	3356041	MICROTRACK
Registration Number:	4114217	MIXDECK
Registration Number:	3336950	MIXLAB
Serial Number:	85345435	MIXTRACK
Registration Number:	2969628	NOVA
Registration Number:	1824178	NUMARK
Registration Number:	3564365	NUVJ
Registration Number:	3512196	PROKEYS
Registration Number:	3025563	PROSESSIONS
Registration Number:	3281162	SESSION
Registration Number:	3047691	SOLARIS
Registration Number:	3291910	SPUTNIK
Registration Number:	3552100	STRIKE
Registration Number:	4122132	STRIP SEARCH
Registration Number:	3445932	STRUCTURE
Registration Number:	3446083	STUDIOPHILE
Registration Number:	3316272	STUDIOPHILE
Registration Number:	3374387	SYNCHROSCIENCE
Registration Number:	3374386	TORQ
Registration Number:	3412411	TOTAL CONTROL
Registration Number:	3504457	TOTAL CONTROL
Registration Number:	3606996	TRANSFUSER
Registration Number:	3495994	TRIGGER FINGER
Registration Number:	3374341	VELVET
Registration Number:	3905822	VENOM
Registration Number:	3438330	VIRTUAL VINYL
Registration Number:	3482480	XPONENT
Registration Number:	3249425	X-SESSION

CORRESPONDENCE DATA

Fax Number: 4014550701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK
REEL: 004871 FRAME: 0236

Phone: 401-455-0700
Email: trademarks@duffysweeney.com
Correspondent Name: Michael F. Sweeney
Address Line 1: One Financial Plaza
Address Line 2: Suite 1800
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	NUMARK - INMUSIC
NAME OF SUBMITTER:	Michael F. Sweeney
Signature:	/Michael F. Sweeney/
Date:	10/02/2012

Total Attachments: 11
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ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "*Agreement*") dated as of September 28, 2012, from **Numark Industries, L.P.**, a Florida limited partnership ("*Assignor*") to **inMusic Brands, Inc.**, a Florida corporation ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.


And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.

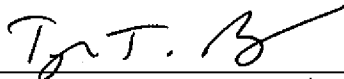
ASSIGNEE:

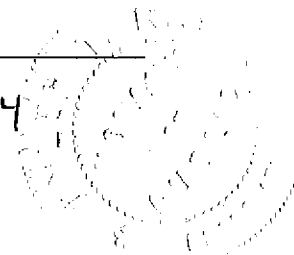
INMUSIC BRANDS, INC.

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RI
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of inMusic Brands, Inc.


Notary Public: 57056
My Commission Expires: 2-24-14




[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

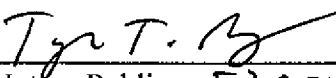
ASSIGNOR:

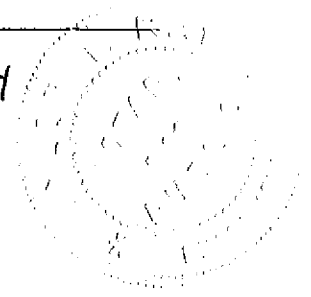
NUMARK INDUSTRIES, L.P.

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RI
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Numark Industries, L.P., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of Numark Industries, L.P.


Notary Public: 57056
My Commission Expires: 2-27-14



[Trademark Assignment Signature Page – Assignor]

EXHIBIT A

4835-6813-2625, v. 2

Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ANTI SHOCK & design	ANTI SHOC/ United States of America	Registered 09 Int.	75450091 18-Feb-1998	2391963 03-Oct-2000
AXIOM	AXIOM/ United States of America	Registered		3262793 10-Jul-2007
AXIS 4	AXIS 4/ United States of America	Registered 09 Int.	77570764 16-Sep-2008	3704315 03-Nov-2009
BOOM	3702796/ United States of America	Registered		3702796 27-Oct-2009
CONECTIV	CONECTIV/ United States of America	Registered		3383347 10-Feb-2008
DJ IN A BOX	DJ IN A BOX/ United States of America	Registered 09 Int.	75450090 18-Feb-1998	2402458 07-Nov-2000
DJIO	DJIO/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.		937322 06-Sep-2007
DJIO	DJIO/ Japan	Registered 09 Int.		937322 06-Sep-2007
DJIO	DJIO/ United States of America	Registered 09 Int.	77124500 07-Mar-2007	3612974 28-Apr-2009
FIT FOR SOUND	FIT FOR SOUND/ European Community	Registered 09 Int.		919891 22-Feb-2007
FIT FOR SOUND	FIT FOR SOUND/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.		981813 20-Oct-2008
FIT FOR SOUND	FIT FOR SOUND/ United States of America	Registered 09 Int.	78957474 22-Aug-2006	3393506 04-Mar-2008
FIT FOR SOUND & design	FIT FOR SOUND &/ European Community	Registered 09 Int.		981813 20-Oct-2008
FIT FOR SOUND & design	FIT FOR SOUND &/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.		981813 20-Oct-2008
FIT FOR SOUND & design	FIT FOR SOUND &/ Japan	Registered 09 Int.		981813
FIT FOR SOUND & design	FIT FOR SOUND &/ United States of America	Registered 09 Int.	77586258 06-Oct-2008	3612350 28-Apr-2009

TRADEMARK

REEL: 004871 FRAME: 0242

HYPERCONTROL

HYPERCONTROL/
United States of America

Registered

3768866
20-Apr-2010

Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
IDJ	IDJ/ European Community	Registered 09 Int.	004703906 20-Oct-2005	004703906 09-May-2006
IDJ	IDJ/ United States of America	Registered 09 Int.	78514389 10-Nov-2004	3134162 22-Aug-2006
LUNA	LUNA/ United States of America	Registered		2984756 16-Aug-2005
M-AUDIO	1831514/ Argentina	Registered		1831514 29-May-2001
M-AUDIO	1200480/ Australia	Registered		1200480 24-Sep-2007
M-AUDIO	TMA732778/ Canada	Registered		TMA732778 20-Jan-2009
M-AUDIO	8439653/ China (Peoples Republic)	Pending	8439653	
M-AUDIO	8439652/ China (Peoples Republic)	Pending	8439652	
M-AUDIO	5607627/ European Community	Registered		5607627 28-Jan-2008
M-AUDIO	1613589/ India	Registered		1613589 31-Mar-2010
M-AUDIO	5198610/ Japan	Registered		5198610 23-Jan-2009
M-AUDIO	782123/ New Zealand	Registered		782123 03-Jul-2008
M-AUDIO	707564/ Paraguay	Registered		707564
M-AUDIO	T07/24284E/ Singapore	Registered		T07/24284E 29-Dec-2007
M-AUDIO	T07/24283G/ Singapore	Registered		T07/24283G 22-Apr-2008
M-AUDIO	566112/ Switzerland	Registered		566112 28-Dec-2007
M-AUDIO	2005 58891/ Turkey	Registered		2005 58891 30-Dec-2005

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Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
M-AUDIO	2839581/ United States of America	Registered		2839581 11-May-2004
M-AUDIO	3047826/ United States of America	Registered		3047826 24-Jan-2006
M-AUDIO (stylized)	03 3207401/ France	Registered		03 3207401 31-Jan-2003
MICROTRACK	6516471/ European Community	Registered		6516471 03-Nov-2008
MICROTRACK	3356041/ United States of America	Registered		3356041 18-Dec-2007
MIXDECK	MIXDECK/ United States of America	Registered 09 Int.	85345378 14-Jun-2011	4114217 20-Mar-2012
MIXLAB	3336950/ United States of America	Registered		3336950 13-Nov-2007
MIXTRACK	MIXTRACK/ United States of America	Pending 09 Int.	85345435 14-Jun-2011	
NOVA	2969628/ United States of America	Registered		2969628 19-Jul-2005
NUMARK	NUMARK/ France	Registered		95579088
NUMARK	NUMARK/ Germany	Registered 09 Int.		39528223
NUMARK	NUMARK/ Greece	Registered		126551
NUMARK	NUMARK/ Hong Kong	Registered 09 Int.		1996B07917 20-Jan-1995
NUMARK	NUMARK stylized/ Hong Kong	Registered 09 Int.		1996B07916 20-Jan-1995
NUMARK	NUMARK/ India	Pending 09 Int.	2279677 08-Feb-2012	
NUMARK	NUMARK/ Italy	Registered 09 Int.	RM2005C004601 31-Aug-2005	719660
NUMARK	NUMARK/ Japan	Registered 09 Int.	H07-088155 28-Aug-1995	4108221 30-Jan-1998

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Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NUMARK	NUMARK/ Korea, Republic of	Registered	08-Jan-2004	457106 21-Oct-2009
NUMARK	NUMARK/ Malaysia	Registered 09 Int.	95009652	95009652
NUMARK	NUMARK/ Peru	Registered 09 Int.	27-Jan-2009	161113 05-Feb-2010
NUMARK	NUMARK/ Singapore	Registered 09 Int.	05-Sep-1995	T95/08468F
NUMARK	NUMARK/371 Taiwan	Renewed 09 Int.		631371 01-Feb-1994
NUMARK	NUMARK/803 Taiwan	Renewed 09 Int.		649803 16-Jul-1994
NUMARK	NUMARK/801 Taiwan	Renewed 09 Int.		649801 16-Jul-1994
NUMARK	NUMARK/580 Taiwan	Renewed 09 Int.		647580 01-Jul-1994
NUMARK	NUMARK/521 Taiwan	Renewed 09 Int.		646541 16-Jun-1994
NUMARK	NUMARK/229 Taiwan	Renewed 09 Int.		645229 01-Jun-1994
NUMARK	NUMARK/804 Taiwan	Renewed 09 Int.		649804 16-Jul-1994
NUMARK	NUMARK/327 Taiwan	Renewed 09 Int.		629327 16-Jan-1994
NUMARK	NUMARK/909 Taiwan	Renewed 09 Int.		642909 01-May-1994
NUMARK	NUMARK/ United Kingdom	Renewed 09 Int.	11-Mar-1993	1529600 27-Nov-2009
NUMARK	NUMARK/ United States of America	Registered 09 Int.	74335287 27-Nov-1992	1824178 01-Mar-1994
NUMARK	NUMARK/ Viet Nam	Renewed		20941
NUMARK (block letters)	NUMARK (block le/ China (Peoples Republic)	Registered 09 Int.		3880009 14-Apr-2006

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Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NUMARK (stylized)	NUMARK (stylized/ Brazil	Registered 09 Int.	30-Nov-1998	821243381 02-Aug-2005
NUMARK (stylized)	NUMARK stylized/ China (Peoples Republic)	Registered 09 Int.	95023106 06-Mar-1995	926514 07-Jan-1997
NUVJ	NUVJ/ European Community	Registered 09 Int.	007058811 11-Jul-2008	007058811 09-Jan-2009
NUVJ	NUVJ/ United States of America	Registered 09 Int.	77497274 12-Jun-2008	3564365 20-Jan-2009
PROKEYS	3512196/ United States of America	Registered		3512196 07-Oct-2008
PROSESSIONS	6296198/ European Community	Registered		6296198 10-Jul-2008
PROSESSIONS	3025563/ United States of America	Registered		3025563 13-Dec-2005
SESSION	5147379/ Japan	Registered		5147379 04-Jul-2008
SESSION	3281162/ United States of America	Registered		3281162 14-Aug-2007
SOLARIS	3047691/ United States of America	Registered		3047691 24-Jan-2006
SPUTNIK	3291910/ United States of America	Registered		3291910 11-Sep-2007
STRIKE	3552100-STRIKE/ United States of America	Registered		3552100 23-Dec-2008
STRIP SEARCH	STRIP SEARCH/ European Community	Registered 09 Int.	008481749 10-Aug-2009	008481749 12-Jan-2010
STRIP SEARCH	STRIP SEARCH/ United States of America	Registered 09 Int.	77656436 26-Jan-2009	4122132 03-Apr-2012
STRUCTURE	3445932 STRUCTUR/ United States of America	Registered		3445932 10-Jun-2008
STUDIOPHILE	006050058 STUDIO/ European Community	Registered		006050058 04-Jun-2008
STUDIOPHILE	3446083STUDIOPHI/ United States of America	Registered		3446083 10-Jun-2008

TRADEMARK

REEL: 004871 FRAME: 0246

Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
STUDIOPHILE	3316272STUDIOPHI/ United States of America	Registered		3316272 23-Oct-2007
SYNCHROSCIENCE	5649462/ European Community	Registered		5649462 10-Mar-2008
SYNCHROSCIENCE	5057586/ Japan	Registered		5057586 29-Jun-2007
SYNCHROSCIENCE	3374387/ United States of America	Registered		3374387 22-Jan-2008
TORQ	5649521/ European Community	Registered		5649521 29-Apr-2008
TORQ	3374386/ United States of America	Registered		3374386 22-Jan-2008
TOTAL CONTROL	TOTAL CONTROL/ United States of America	Registered 09 Int.	77124524 07-Mar-2007	3412411 15-Apr-2008
TOTAL CONTROL & design	TOTAL CONTROL &/ United States of America	Registered 09 Int.	77390966 07-Feb-2008	3504457 23-Sep-2008
TRANSFUSER	6973606/ European Community	Registered		6973606 09-Jun-2008
TRANSFUSER	3606996/ United States of America	Registered		3606996 14-Apr-2009
TRIGGER FINGER	3495994/ United States of America	Registered		3495994 02-Sep-2008
VELVET	3374341/ United States of America	Registered		3374341 22-Jan-2008
VENOM	3905822/ United States of America	Registered		3905822 11-Jan-2011
VIRTUAL VINYL	VIRTUAL VINYL/ European Community	Registered 09 Int.		918401 01-Feb-2007
VIRTUAL VINYL	VIRTUAL VINYL/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.		918401 01-Feb-2007
VIRTUAL VINYL	VIRTUAL VINYL/ Japan	Registered 09 Int.		918401 01-Feb-2007
VIRTUAL VINYL	VIRTUAL VINYL/ United States of America	Registered 09 Int.	78942888 02-Aug-2006	3438330 27-May-2008

Client: NUM Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
XPONENT	3482480/ United States of America	Registered		3482480 05-Aug-2008
X-SESSION	3249425/ United States of America	Registered		3249425 05-Jun-2007