

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE LETTER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIZUHO CORPORATE BANK, LTD., LONDON BRANCH		10/04/2012	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MCINTOSH LABORATORY, INC.		
Street Address:	2 Chambers Street		
City:	Binghamton		
State/Country:	NEW YORK		
Postal Code:	13903		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3283379	DYNAMIC POWER MANAGER	
Registration Number:	656034	MCINTOSH	
Registration Number:	980278	MC	
Registration Number:	1090016	POWER GUARD	
Registration Number:	1106001	MCINTOSH	
Registration Number:	2022091	MCINTOSH	
Registration Number:	2035338	MCINTOSH	
Registration Number:	2303852	LD/HP	
Registration Number:	2709210	MCINTOSH	
Registration Number:	3218463	4DPM8	
Serial Number:	77268646	LEGENDARY	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		

900235831

TRADEMARK
 REEL: 004879 FRAME: 0804

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

Phone: (949) 224-6291
Email: trademark@buchalter.com
Correspondent Name: Farah P. Bhatti, Esq.
Address Line 1: 18400 Von Karman Avenue, Suite 800
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	U5087-0010
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	10/11/2012

Total Attachments: 7

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RELEASE LETTER

MIZUHO CORPORATE BANK, LTD., LONDON BRANCH

Bracken House One Friday Street
London EC4M 9JA

October 4, 2012

To: The Grantors
(as defined in the Security Agreement described below)

Ladies and Gentlemen:

Reference is hereby made to:

- (i) the security agreement (the "**Security Agreement**"), dated as of March 13, 2009, made by the Grantors listed therein to Mizuho Corporate Bank, Ltd., London Branch, as offshore security trustee (together with any successor offshore security trustee, the "**Offshore Security Trustee**") for the Secured Parties (as defined in the Security Agreement); and
- (ii) the amendment and request letter dated 27 August 2012 sent to Mizuho Corporate Bank, Ltd. as the administrative agent under the Senior Facilities Agreement, and Shinsei Bank, Limited as the administrative agent under the Senior Mezzanine Facility Agreement and the Junior Mezzanine Facility Agreement (the "**Second Amendment and Waiver Letter**").

Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Security Agreement or the Second Amendment and Waiver Letter, as applicable.

Pursuant to the Security Agreement, McIntosh Laboratory Inc. (the "**Disposed Entity**") and (in respect of any indebtedness (the "**Released Debt**") owed by the Disposed Entity to any Grantor (the "**Releasing Grantors**")) the Releasing Grantors have respectively granted to the Offshore Security Trustee for the benefit of the Secured Parties a security interest, lien, pledge or encumbrance in (i) all property to which the Disposed Entity has a right, title and interest (including, without limitation, the Collateral and those property set out in Schedule 1 (*Discharged Collateral*) hereto) and (ii) the Releasing Grantors' right, title and interest in the Released Debt (including, without limitation, the Pledged Debt set out in Schedule 1 (*Discharged Collateral*) hereto) (the properties to be released and discharged under clauses (i) and (ii) of this paragraph shall be collectively referred to as the "**Discharged Collateral**").

Pursuant to the Second Amendment and Waiver Letter, the parties thereto agreed that a disposal of the Disposed Entity could be made on the terms set out therein. The Company has requested that the Offshore Security Trustee re-assign, release and cancel the security interest in the Discharged Collateral, which the Offshore Security Trustee has agreed to do upon the terms and conditions of this Release Letter.

With effect from the date of the completion (and simultaneously therewith) of the disposal of the Disposed Entity, the Offshore Security Trustee hereby (i) irrevocably and unconditionally re-assigns, releases and cancels the security interest in the Discharged Collateral and confirms that all of the Offshore Security Trustee's right, title, interest and benefit in the Discharged Collateral shall be held absolutely and unconditionally freed and discharged of and from the security interest created by, and all claims arising under, the Security Agreement with respect to such Discharged Collateral and (ii) authorizes the Disposed Entity, the Releasing Grantors and any of their authorized representatives to file UCC termination statements with respect to all financing statements filed against the Disposed Entity in connection with the Discharged Collateral.

Notwithstanding the foregoing, it is expressly declared by the Offshore Security Trustee and accepted and agreed by the Grantors by their acceptance of the benefit of this Release Letter that the security interest with respect to the Collateral shall remain in full force and effect except to the extent that it constitutes part of the Discharged Collateral, that the liabilities of the Grantors under the Security Agreement or any other document or arrangement shall not in any way be released or discharged notwithstanding the release of the security interest over the Discharged Collateral and, other than the release and/or discharge of the Discharged Collateral under the Security Agreement, nothing contained herein shall prejudicially affect:

- (i) all or any of the rights, powers, benefits, interest and/or remedies of the Offshore Security Trustee under the Security Agreement in respect of all or any of the remaining security interest comprised in the Collateral (which excludes the Discharged Collateral); and/or
- (ii) all or any moneys and interest now or hereafter to become due and owing to the Offshore Security Trustee under the Security Agreement or any other document or arrangement.

[Remainder of page intentionally left blank.]

This Release Letter shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions set forth in Sections 23.2 through 23.5 of the Security Agreement shall apply equally to this Release Letter. This Release Letter shall become effective only when signed by the Offshore Security Trustee and accepted by each Grantor in the space provided below. Delivery of an executed counterpart of this Release Letter by telecopier or electronic mail shall be effective as delivery of an original executed counterpart hereof.

Very truly yours,

MIZUHO CORPORATE BANK, LTD. ,
LONDON BRANCH
as Offshore Security Trustee


By: 

Name: M De Leith


Title: HEAD of LOAN Agency

ACCEPTED AND AGREED:


D&M HOLDINGS U.S. INC.

By: 
Name: James Caudill
Title: President


DENON ELECTRONICS (USA), LLC

By: 
Name: James Caudill
Title: Manager


MARANTZ AMERICA, LLC

By: 
Name: James Caudill
Title: President

MCINTOSH LABORATORY, INC


By: 
Name: James Caudill
Title: Chairperson

DIGITAL NETWORKS NORTH AMERICA, INC.

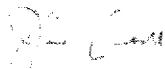
By: 
Name: James Caudill
Title: President

Signature Page to Release Letter (Security) (Rev. 04/03)


BOSTON ACOUSTICS, INC.

By: 
Name: James Caudill
Title: Chairperson


D&M PREMIUM SOUND SOLUTIONS, LLC

By: 
Name: James Caudill
Title: Manager


THE SPEAKER COMPANY

By: 
Name: James Caudill
Title: President

D&M SALES AND MARKETING AMERICAS LLC

By: 
Name: James Caudill
Title: Manager and CEO

D&M DIRECT, INC.

By: 
Name: James Caudill
Title: President

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Schedule 1

Discharged Collateral

Pledged Debt

Grantor	Debt Issuer	Description of Debt	Debt Certificate No.	Final Maturity
D&M Holdings U.S. Inc.	McIntosh Laboratory, Inc.	Intercompany Loan Agreement	N/A	April 3, 2018
D&M Holdings U.S. Inc.	McIntosh Laboratory, Inc.	Intercompany Loan Agreement	N/A	May 25, 2013
D&M Holdings U.S. Inc.	McIntosh Laboratory, Inc.	Intercompany Loan Agreement	N/A	May 25, 2013

Equipment and Inventory

Equipment and Inventory of McIntosh Laboratory, Inc. located at 2 Chambers Street, Binghamton, NY 13903

Patents, Trademarks and Trade Names, Copyrights and Licenses

Grantor	Trademarks / Trade Names	Class	Country	Reg. No.	Application No.	Filing Date	Issue Date
McIntosh Laboratory, Inc	LEGENDARY	9	USA		77/268,646	8/30/2007	
McIntosh Laboratory, Inc	Dynamic Power Manager	9	USA	3,283,379	76/625,392	12/23/2004	8/21/2007
McIntosh Laboratory, Inc	McIntosh (old logo)	9	USA	656,034	72/016,614	9/28/1956	12/24/1957
McIntosh Laboratory, Inc	Mc (Abrev logo)	9	USA	980,278	72/426,024	6/1/1972	3/12/1974
McIntosh Laboratory, Inc	Power Guard	9	USA	1,090,016	73/091,479	6/24/1976	4/25/1978
McIntosh Laboratory, Inc	McIntosh (logo)	9	USA	1,106,001	73/152,397	12/16/1977	11/14/1978
McIntosh Laboratory, Inc	McIntosh (word)	9	USA	2,022,091	75/040,373	12/26/1995	12/10/1996

Grantor	Trademarks / Trade Names	Class	Country	Reg. No.	Application No.	Filing Date	Issue Date
McIntosh Laboratory, Inc	McIntosh (logo)	9	USA	2,035,338	75/040/372	12/26/1995	2/4/1997
McIntosh Laboratory, Inc	LD/HP	9	USA	2,303,852	75/537,056	8/17/1998	12/28/1999
McIntosh Laboratory, Inc	McIntosh/Globe	9	USA	2,709,210	76/427,065	7/2/2002	4/22/2003
McIntosh Laboratory, Inc	DPM Logo	9	USA	3218463	76/625,394	12/23/2004	3/13/2007