

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Audio and Video Labs, Inc.		12/28/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4211668	BOOKBABY
Registration Number:	4207845	BOOKBABY
Registration Number:	3551953	CD BABY
Registration Number:	3592542	DIGSTATION
Registration Number:	3592541	DIGSTATION
Registration Number:	3389421	DIGSTATION
Registration Number:	3374589	DISC MAKERS
Registration Number:	3241538	DISC MAKERS
Registration Number:	3105359	DISCWRAPPER
Registration Number:	3141365	ELITEPRO
Registration Number:	3152996	ELITE SERIES
Registration Number:	3232423	ELITEMICRO
Registration Number:	3222583	FILM BABY

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Registration Number:	3506314	FORTE
Registration Number:	3467602	HOSTBABY
Registration Number:	3300134	JUDO
Registration Number:	3561768	JUDO
Registration Number:	3164673	MACELITE
Registration Number:	3473251	MEDLEY
Registration Number:	3467614	MUSICBABY
Registration Number:	2071061	OASIS
Registration Number:	3467605	PROMOBABY
Registration Number:	3235888	REFLEXULTRA
Registration Number:	2742839	SOFT-SPOT
Registration Number:	3479807	STUDIOBABY
Registration Number:	2588795	STUDIOFINDER

CORRESPONDENCE DATA

Fax Number: 3128637827
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3122013927
Email: vandy.fitzpatrick@goldbergkohn.com
Correspondent Name: Vandy F. Fitzpatrick
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5591.058
NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/Vandy F. Fitzpatrick/
Date:	01/24/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 28th day of December, 2012, by Audio and Video Labs, Inc., a New Jersey corporation ("Grantor"), in favor of Fifth Third Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantee, Lenders, AVL Holding Inc., a Delaware corporation ("Ultimate Holdings"), Audio and Video Labs Holdings, Inc., a Delaware corporation ("Holdings"), and Grantor are parties to that certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrowers (as defined in the Credit Agreement) by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith among Ultimate Holdings, Holdings, Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a first-priority, continuing security interest in, and lien on, substantially all of the assets of Grantor, including, without limitation, all right, title, and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including, without limitation, the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations (as defined in the Credit Agreement) under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in, and lien on, Grantor's entire right, title, and interest in, under, and to the following (all of the following items or types of property being

herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired, or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions, or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

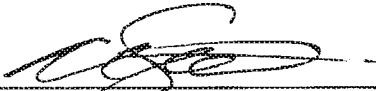
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders, or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AUDIO AND VIDEO LABS, INC.,
a New Jersey corporation

By 
Name: Noel Straus
Title: Authorized Representative

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
as Administrative Agent

By Paul Lomandi
Its Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Country	Trademark	Application No. & Filing Date	Registration No. & Issue Date	Status
Australia	CD BABY	A0003470 (U.S. 78/777617) designated under Madrid Protocol – Jan. 3, 2006	1146915** Jan. 3, 2006	Granted under International Registration No. 901110 – renewal due Jan. 3, 2016
Brazil	CDBABY	Not yet available Oct. 19, 2012		Pending, awaiting examination
Brazil	BOOKBABY	Not yet available Oct. 19, 2012		Pending, awaiting examination
Canada*	CD BABY	1272448 Sept. 13, 2005	TMA672341 Sept. 11, 2006	Registered – renewal due Sept. 11, 2021
Canada*	DISC MAKERS	1309778 July 19, 2006	TMA751544 Oct. 29, 2009	Registered – renewal due Oct. 29, 2024
Canada*	DISC MAKERS & Design	1309776 July 19, 2006	TMA750376 Oct. 16, 2009	Registered – renewal due Oct. 16, 2024
China	CD BABY	8555725 Aug. 9, 2010	8555725 Oct. 7, 2011	Registered – renewal due Oct. 6, 2021
China	CD BABY	A0003470 (U.S. 78/777617) designated under Madrid Protocol – Jan. 3, 2006	901110 Jan. 3, 2006	Granted under International Registration – renewal due Jan. 3, 2016
European Community	CD BABY	A0003470 (U.S. 78/777617) designated under Madrid Protocol – Jan. 3, 2006	901110 Jan. 3, 2006	Granted under International Registration – renewal due Jan. 3, 2016
European	DISC MAKERS &	005253844	005253844	Registered – renewal

Community	Design	July 25, 2006	Jan. 31, 2008	due July 25, 2016
Japan	CD BABY	A0003470 (U.S. 78/777617) designated under Madrid Protocol – Jan. 3, 2006	901110 Jan. 3, 2006	Granted under International Registration – renewal due Jan. 3, 2016
U.S.A.	BOOKBABY & Design	85/977123 May 28, 2010	4211668 Sept. 18, 2012	Registered (Principal Register)– Declaration of Use term opens: Sept. 18, 2017/closes: Sept. 18, 2018
U.S.A.	BOOKBABY	85/977144 May 28, 2010	4207845 Sept. 11, 2012	Registered (Principal Register)– Declaration of Use term opens: Sept. 11, 2017/closes: Sept. 11, 2018
U.S.A.	CD BABY (Section 7 amendment request, to amend mark to CDBABY (pending approval by Trademark Office), filed Nov. 5, 2012)	78/777617 Dec. 20, 2005	3551953 Dec. 23, 2008	Registered (Principal Register)– Declaration of use term opens: Dec. 23, 2013/closes: Dec. 23, 2014
U.S.A.	DIGSTATION	77/346334 Dec. 7, 2007	3592542 Mar. 17, 2009	Registered (Principal Register)– Declaration of Use term opens: Mar. 17, 2014/closes: Mar. 17, 2015
U.S.A.	DIGSTATION	77/346328 Dec. 7, 2007	3592541 Mar. 17, 2009	Registered (Principal Register)– Declaration of Use term opens: Mar. 17, 2014; closes: Mar. 17, 2015
U.S.A.	DIGSTATION	77/006750 Sept. 25, 2006	3389421 Feb. 26, 2008	Registered (Principal Register)– Declaration of Use term opens: Feb. 26, 2013/closes: Feb. 26, 2014
U.S.A.	DISC MAKERS	78/853620 Apr. 4, 2006 (amended to Supplemental Register Nov. 30, 2007)	3374589 Jan. 22, 2008	Registered (Supplemental Register) – Declaration of Use term opens: Jan. 22, 2013/closes: Jan. 22, 2014

U.S.A.	DISC MAKERS & Design	78/768154 Dec. 7, 2005	3241538 May 15, 2007	Registered (Principal Register) -- Declaration of Use term opened: May 15, 2012/closes: May 15, 2013
U.S.A.	DISCWRAPPER	78/578511 Mar. 2, 2005	3105359 June 13, 2006	Registered (Supplemental Register) -- registration set to expire on Dec. 13, 2012, in accordance with client instructions of Apr. 20, 2012
U.S.A.	ELITEPRO	78/578408 Mar. 2, 2005	3141365 Sept. 12, 2006	Registered (Principal Register) -- registration set to expire on Mar. 12, 2013, in accordance with client instructions of Aug. 6, 2015
U.S.A.	ELITE SERIES	78/578422 Mar. 2, 2005	3152996 Oct. 10, 2006	Registered (Principal Register) -- registration set to expire on April 10, 2013 for failure to file require used declaration, in accordance with client instructions of Oct. 8, 2012 advising that the product is no longer being manufactured
U.S.A.	ELITEMICRO	78/578279 Mar. 2, 2005	3232423 Apr. 24, 2007	Registered (Principal Register) -- Declaration of Use term opens: Apr. 24, 2012/closes: Apr. 24, 2013
U.S.A.	FILM BABY	78/889508 May 22, 2006	3222583 Mar. 27, 2007	Registered (Principal Register) -- Declaration of Use term opens: Mar. 27, 2013/closes: Mar. 27, 2014 *This mark is registered to Film Baby Inc.
U.S.A.	FORTE	77/319699 Nov. 2, 2007	3506314 Sept. 23, 2008	Registered (Principal Register) -- Declaration of Use term opens: Sept. 23, 2013/closes: Sept. 23, 2014

U.S.A.	HOSTBABY	77/342570 Dec. 3, 2007	3467602 July 15, 2008	Registered (Principal Register) – Declaration of Use term opens: July 15, 2013/closes: July 15, 2014 *This mark is registered to MusicBaby LLC.
U.S.A.	JUDO (Stylized)	78/932475 July 19, 2006	3300134 Sept. 25, 2007	Registered (Principal Register) – Declaration of Use term opens: Sept. 25, 2012/closes: Sept. 25, 2013
U.S.A.	JUDO	77/137526 Mar. 22, 2007	3561768 Jan. 13, 2009	Registered (Principal Register) – Declaration of Use term opens: Jan. 13, 2014/closes: Jan. 13, 2015
U.S.A.	MACELITE	78/578499 Mar. 2, 2005	3164673 Oct. 31, 2006	Registered (Principal Register) – registration set to expire on Apr. 31, 2013 for failure to file required use declaration, in accordance with client instructions of Oct. 27, 2011 advising that the product was phased out and no longer requires trademark protection
U.S.A.	MEDLEY	77/149433 Apr. 5, 2007	3473251 July 22, 2008	Registered (Principal Register) – Declaration of Use term opens: July 22, 2013/closes: July 22, 2014
U.S.A.	MUSICBABY	77/342799 Dec. 3, 2007	3467614 July 15, 2008	Registered (Principal Register) – Declaration of Use term opens: July 15, 2013/closes: July 15, 2014 *This mark is registered to MusicBaby LLC.
U.S.A.	OASIS	74/694473 June 27, 1995	2071061 June 17, 1997	Registered (Principal Register) – Renewal due June 17, 2017
U.S.A.	PROMOBABY	77/342633 Dec. 3, 1007	3467605 July 15, 2008	Registered (Principal Register) – Declaration

				of Use term opens: July 15, 2013/closes: July 15, 2014 *This mark is registered to MusicBaby LLC.
U.S.A.	REFLEXULTRA	78/578142 Mar. 2, 2005	3235888 May 1, 2007	Registered (Principal Register) – Declaration of Use term opened: May 1, 2012/closes: May 2, 2013
U.S.A.	SOFT-SPOT	76/074699 June 21, 2000	2742839 July 29, 2003	Registered (Principal Register) – Renewal due July 29, 2013
U.S.A.	STUDIOBABY	77/342753 Dec. 3, 2007	3479807 Aug. 5, 2008	Registered (Principal Register) – Declaration of Use term opens: Aug. 5, 2013/closes: Aug. 5, 2014 *This mark is registered to MusicBaby LLC.
U.S.A.	DISC MAKERS	78/853620	3374589 Jan. 22, 2008	
U.S.A.	DISC MAKERS	78/768154	3241538 May 15, 2007	
U.S.A.	DISCWRAPPER	78/578511	3105359 June 13, 2006	
U.S.A.	ELITEPRO	78/578408	3141365 Sept. 12, 2006	
U.S.A.	ELITEMICRO	78/578279	3232423 April 24, 2007	
U.S.A.	STUDIOFINDER	75/567599	2588795 July 2, 2002	

*Note: Canada does not classify goods/services for trademarks/service marks.

**Note: A separate Australian registration number is assigned by the Australian Trademark Office for international registrations designated under Madrid Protocol.