

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/02/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	TrueWave LLC		07/02/2013
			LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wadia Digital LLC		
Street Address:	2 Chambers Street		
City:	Binghamton		
State/Country:	NEW YORK		
Postal Code:	13903		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Serial Number:	85440258	DIGIMASTER
	Registration Number:	4149408	A I
	Registration Number:	1681040	WADIA
CORRESPONDENCE DATA			
Fax Number:	4154820171		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-482-0595		
Email:	cooperlaw@comcast.net		
Correspondent Name:	Wayne B. Cooper		
Address Line 1:	30 Oakland Avenue		
Address Line 4:	San Anselmo, CALIFORNIA 94960		
ATTORNEY DOCKET NUMBER:	WADIA		

OP \$90.00 85440258

NAME OF SUBMITTER:	Wayne B. Cooper
Signature:	/wbc/
Date:	11/01/2013
<b>Total Attachments: 7</b> source=TrueWaveMICH to MN Merger#page1.tif source=TrueWaveMICH to MN Merger#page2.tif source=TrueWaveMICH to MN Merger#page3.tif source=TrueWaveMICH to MN Merger#page4.tif source=TrueWaveMICH to MN Merger#page5.tif source=DE CERT OF MERGER - TRUEWAVE into WADIA #page1.tif source=DE CERT OF MERGER - TRUEWAVE into WADIA #page2.tif	

**ARTICLES/CERTIFICATE OF MERGER**  
of  
**TRUEWAVE, LLC**  
into  
**TW ACQUISITION, LLC**

These Articles of Merger relate to the merger of TrueWave, LLC, a Michigan limited liability company ("Merger Sub"), with and into TW Acquisition LLC, a Minnesota limited liability company (the "Surviving Company").

1. The Plan of Merger, dated as of December 1, 2012 (the "Plan of Merger"), is attached as Exhibit A.
2. The Plan of Merger has been approved by each of Merger Sub and Surviving Company pursuant to Chapter 302A of the Minnesota Statutes and Chapter 450 of the Michigan Statutes.
3. In accordance with the Plan of Merger and Sections 302A.611, subd. 1(d), 302A.641, subd. 2(f) of the Minnesota Statutes, and 450.4701(2)(c) of the Michigan Statutes, no changes are to be made to the articles of organization of the Surviving Company as in force and effect immediately prior to the filing of these Articles of Merger.
4. The Articles of Organization of TW Acquisition, LLC shall be amended and restated to change the name of "TW Acquisition, LLC" to "TrueWave, LLC" and otherwise remain the same as set forth in the Amended and Restated Articles of Organization, attached as Exhibit B.

Dated: December 14, 2012


TW ACQUISITION, LLC



Name: David Onan

Title: Chief Financial Officer

TW ACQUISITION, LLC (AS  
SOLE MEMBER OF TRUEWAVE,  
LLC)



Name: David Onan

Title: Chief Financial Officer

**Exhibit A**

**PLAN OF MERGER**

This Plan of Merger is entered into by and between TrueWave, LLC, a Michigan limited liability company (the "Merger Sub"), and TW Acquisition, LLC, a Minnesota limited liability company (the "Surviving Company") pursuant to the provisions of the Minnesota Business Corporation Act and the Michigan Limited Liability Company Act and the following provisions:

1. The merger shall be effective on the date and the time that the Articles/Certificate of Merger is filed with the Office of the Minnesota Secretary of State (the "Effective Time").
2. At the Effective Time (as defined below), Merger Sub shall be merged with and into the Surviving Company (the "Merger"), and the Surviving Company shall be the surviving limited liability company, and shall continue to exist as the surviving limited liability company under the name "TrueWave, LLC". The separate existence of the Merger Sub shall cease at the Effective Time.
3. No change is to be made of the Member Control Agreement of the Surviving Company in effect immediately prior to the Effective Time.
4. The members of the Board of Directors and officers in office of the Surviving Company immediately prior to the Effective Time shall remain the same, all of whom shall hold their directorships and offices until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Member Control and Operating Agreement of the Surviving Company.
5. Each issued and outstanding share of common stock of Merger Sub shall, at the Effective Time, cease to be outstanding and shall automatically be converted into one (1) share of common stock of the Surviving Company.
6. The Board of Directors and the officers of each of the Merger Sub and the Surviving Corporation, respectfully, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the merger itself.

**Exhibit B**

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF  
TW ACQUISITION, LLC**

Pursuant to Minnesota Statutes, Chapter 322B (the "Act"), TW Acquisition, LLC hereby Amends and Restates the following Articles of Organization:

**ARTICLE I**

**Name**

The name of this limited liability company is TrueWave, LLC.

**ARTICLE II**

**Registered Office**

The registered office of the Company is located at 3900 Annapolis Lane North, Plymouth, MN 55447-5447.

**ARTICLE III**

**Organizer**

The name and address of the organizer of the Company is c/o Benjamin W. Kremenak, Lindquist & Vennum P.L.L.P., 80 South 8<sup>th</sup> Street, Minneapolis, MN 55402-3211.

**ARTICLE IV**

**Duration**

Unless dissolved earlier accordingly to law, the existence of the Company shall be perpetual.

**ARTICLE V**

**Membership Interests**

The Company's membership interests are of one class, without series, unless the Board of Governors authorizes additional classes or series of membership interests. The Board of Governors is authorized to establish additional classes of series of membership interests.

**Article VI**

**Consent by Written Action**

Any action required or permitted to be taken at a meeting of the members or the Board of Governors of the Company may be taken by written action signed by the number of members or Board of Governors, respectively, required to take the same action at a meeting of the members or the Board of Governors, respectively, at which all were present. Any action required or

permitted to be taken at a meeting of the members of the Company may be taken by written action signed by the number of members required to take the same action at a meeting of the members.

**Article VII**  
**Waivers**

No member of the Company shall be entitled to any cumulative voting rights. No member of the Company shall have any preemptive rights as provided in Minnesota Statutes Section 322B.33 or dissenters rights as provided in Minnesota Statutes Section 322B.383 and 322B.386. The Company may include in a Member Control Agreement provisions for the arbitration of disputes, and in the event such provisions are so included, no member shall have the right to assert the actions specified in Minnesota Statutes Sections 322B.38 and 322B.833.

**Article VIII**  
**Liability**

No governor of the Company shall be personally liable to the Company or its members for monetary damages for breach of fiduciary duty by such governor as a governor; provided, however, that this Article VIII shall not eliminate or limit the liability of a governor to the extent provided by applicable law (i) for any breach of the governor's duty of loyalty to the Company or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Minnesota Statutes Sections 322B.56 or 80A.23, or (iv) for any transaction from which the governor derived an improper personal benefit. If Chapter 322B is hereafter amended to authorize the further elimination or limitation of the liability of governors, then the liability of a governor of the Company in addition to the limitation on personal liability provided herein shall be limited to the fullest extent permitted by the amended Chapter 322B. No amendment to or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any governor of the Company for or with respect to any acts or omissions of such governor occurring prior to such amendment or repeal.

**TW ACQUISITIONS, LLC  
JOINT WRITTEN ACTION OF  
THE MEMBER AND SOLE GOVERNOR**

The undersigned, being, respectively, the sole Member entitled to vote on any matters of the Members, and the sole Governor of TW Acquisition, LLC, a Minnesota limited liability company ("the Company"), acting pursuant to the provisions of the Minnesota Statutes, Chapter 322B.656, by this document take and adopt the following actions and resolutions in writing with the same force and effect as if taken at a special meeting duly called and held for such purpose.

**WHEREAS**, TrueWave, LLC, a Michigan limited liability company, is a wholly owned subsidiary of the Company, and the Company in turn is a wholly owned subsidiary of Audio Research Corporation, Inc., a Minnesota corporation; and

**WHEREAS**, it is in the best interest of the Company to have TrueWave, LLC, a Michigan limited liability company, be merged into the Company; and

**WHEREAS**, the sole Member and sole Governor have been presented with: Articles/Certificate of Merger of TrueWave, LLC into TW Acquisition, LLC ("the Merger");

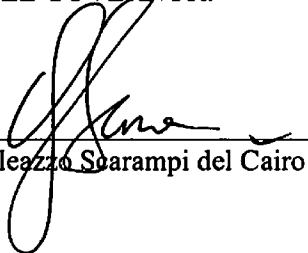
**NOW THEREFORE BE IT RESOLVED**, that the Company is authorized to enter into the Merger; and

**RESOLVED FURTHER**, that any one of the President, the Vice President, the Chief Financial Officer, the Secretary, and the Treasurer is authorized to execute, in the name and on behalf of the Company the Merger and is authorized to take such action from time to time on behalf of this Company as he/she may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company to accomplish the Merger; and


**RESOLVED FURTHER**, that all authority conferred by these resolutions shall be deemed retroactive and any and all acts authorized hereunder and performed prior to the adoption of these resolutions are hereby ratified, affirmed, adopted and approved;

**IN WITNESS WHEREOF**, the undersigned have executed this Joint Written Action as of December 1, 2012.

SOLE GOVERNOR:

  
\_\_\_\_\_  
Galeazzo Scarampi del Cairo

Audio Research Corporation (as sole member of TW Acquisition entitled to vote pursuant to Section 3.03 of that company's amended and restated operating agreement dated as of December 23, 2010)

  
\_\_\_\_\_  
Name: David Onan  
Title: Chief Financial Officer

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:


"TRUEWAVE, LLC", A MINNESOTA LIMITED LIABILITY COMPANY,  
WITH AND INTO "WADIA DIGITAL, LLC" UNDER THE NAME OF "WADIA DIGITAL, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF JULY, A.D. 2013, AT 9:40 O'CLOCK A.M.

5341208 8100M

130844399



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0560641

DATE: 07-03-13

TRADEMARK  
REEL: 005143 FRAME: 0959



**State of Delaware**  
**Certificate of Merger of a Foreign Limited Liability Company**  
**into a Domestic Limited Liability Company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**First:** The name of the surviving Limited Liability Company is \_\_\_\_\_  
WADIA DIGITAL, LLC \_\_\_\_\_, a Delaware Limited Liability Company.

**Second:** The name of the Limited Liability Company being merged into this surviving  
Limited Liability Company is TRUEWAVE, LLC \_\_\_\_\_.  
The jurisdiction in which this Limited Liability Company was formed is MINNESOTA \_\_\_\_\_.

**Third:** The Agreement of Merger has been approved and executed by both Limited  
Liability Companies.

**Fourth:** The name of the surviving Limited Liability Company is \_\_\_\_\_  
WADIA DIGITAL, LLC \_\_\_\_\_.

**Fifth:** The executed agreement of merger is on file at \_\_\_\_\_  
2 CHAMBERS STREET, BINGHAMTON, NEW YORK 13903 \_\_\_\_\_,  
the principal place of business of the surviving Limited Liability Company.

**Sixth:** A copy of the agreement of merger will be furnished by the surviving Limited  
Liability Company on request, without cost, to any member of the Limited Liability  
Company or any person holding an interest in any other business entity which is to merge  
or consolidate.

**IN WITNESS WHEREOF**, said Limited Liability Company has caused this certificate  
to be signed by an authorized person, this 2ND day of JULY, A.D., 2013.

By:  \_\_\_\_\_  
Authorized Person

Name: GIOVANNI PALACARDO \_\_\_\_\_  
Print or Type