

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INMUSIC BRANDS, INC.		08/21/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America		
Street Address:	100 Westminster Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02108		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4659973	DM TOUCH	
Registration Number:	4601895	PRO X KICK PEDAL	
Registration Number:	4637568	VINYL ALIVE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F157801		
NAME OF SUBMITTER:	Lisa A. Cobbett		
SIGNATURE:	/Lisa A. Cobbett/		
DATE SIGNED:	08/25/2015		
Total Attachments: 6			
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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Amendment") is made as of the 21st day of August, 2015 by and between **INMUSIC BRANDS, INC.**, a Florida corporation with its principal place of business at 200 Scenic View Drive, Suite 201, Cumberland, Rhode Island 02864 ("inMusic Brands") and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Westminster Street, Providence, Rhode Island 02903 (the "Bank"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

RECITALS

A. inMusic Brands executed and delivered that certain Intellectual Property Security Agreement dated as of September 28, 2012 (as amended and in effect, the "IP Agreement") in favor of the Bank and recorded with the United States Patent and Trademark Office on October 18, 2012 at Reel 4883, Frame 0383, pursuant to which inMusic Brands pledged, assigned and granted a security interest in favor of the Bank in the Intellectual Property Collateral (as defined therein); and

B. inMusic Brands has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank.

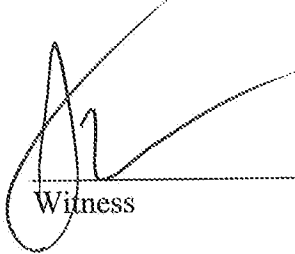
Accordingly, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to IP Agreement.
 - (a) Exhibit B to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on **Schedule 1** attached hereto and incorporated herein by reference. The Intellectual Property Collateral set forth on **Schedule 1** is in addition and supplemental to the Intellectual Property Collateral listed on Exhibit B of the IP Agreement and does not replace or restate any Intellectual Property Collateral contained therein.
 - (b) Exhibit C to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on **Schedule 2** attached hereto and incorporated herein by reference. The Intellectual Property Collateral set forth on **Schedule 2** is in addition and supplemental to the Intellectual Property Collateral listed on Exhibit C of the IP Agreement and does not replace or restate any Intellectual Property Collateral contained therein.
3. Miscellaneous:
 - (a) inMusic Brands authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Amendment or evidence of same.

- (b) Except as expressly modified herein, all terms and conditions of the IP Agreement remain in full force and effect. inMusic Brands hereby ratifies, confirms and reaffirms the grant of a security interest and all of the representations, warranties and covenants contained in the IP Agreement.
- (c) This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
- (d) This Amendment may be executed in multiple identical counterparts (including by facsimile or e-mail transmission of an Adobe portable document file format (also known as a PDF file)), each of which when duly executed will be deemed an original, and all of which will be construed together as one agreement.


*THIS SPACE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE*

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.



Witness

INMUSIC BRANDS, INC.

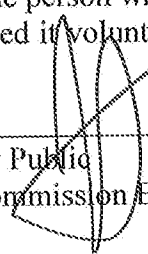
By: 

Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RHODE ISLAND

County of Providence

On this 29 day of August, 2015, 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 photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Vice President of inMusic Brands, Inc.



Notary Public
My Commission Expires: 11/31/15

BANK OF AMERICA, N.A.

John W. Ramsey
Witness

By: [Signature]
Name: George Kinnear
Title: Senior Vice President

STATE OF RHODE ISLAND

County of Providence

On this 19th day of August, 2015, before me, the undersigned notary public, personally appeared George Kinnear, Senior Vice President of Bank of America, N.A., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Bank of America, N.A.

[Signature]
Notary Public
My Commission Expires: April 7, 2019

Schedule 1

**EXHIBIT "B" TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Patents**

<u>Patent Title</u>	<u>Patent No. / Application No. / Publication No.</u>	<u>Registration Date</u>
METHOD AND APPARATUS FOR PROCESSING DATA REPRESENTING A TIME HISTORY	6,448,484	9/10/2002
REPRODUCING DEVICE AND REPRODUCING METHOD	8,665,678	3/4/2014
SYSTEM AND METHOD FOR MUSIC CREATION AND ARRANGEMENT	7,232,949	6/19/2007

Schedule 2

**EXHIBIT "C" TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Trademarks**

Word Mark	Application Number / Date	Registration Number / Date
DM TOUCH	85584589 3/30/2012	4659973 12/23/2014
PRO X KICK PEDAL	85585195 3/30/2012	4601895 9/9/2014
VINYL ALIVE	85584525 3/30/2012	4637568 11/11/2014