

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Singing Machine Company, Inc. DBA SMC Global, Inc.		07/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Singing Machine Company, Inc.		
Street Address:	6301 NW 5th Way, Suite 2900		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3933544	SMDIGITAL	
CORRESPONDENCE DATA			
Fax Number:	3303764577		
<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:	330-376-2700		
Email:	TLink@ralaw.com		
Correspondent Name:	Terrence H. Link II		
Address Line 1:	222 S. Main St.		
Address Line 2:	Roetzel & Andress		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	123463,0001		
NAME OF SUBMITTER:	Terrence H. Link II		
SIGNATURE:	/thl/		
DATE SIGNED:	07/09/2014		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

WHEREAS, THE SINGING MACHINE COMPANY, INC. DBA SMC GLOBAL INC., a corporation organized and existing under the laws of the State of Delaware ("Assignor"), has adopted and is using, used, or considered using the trademark SMDIGITAL (& design), U.S. Registration No.: 3,933,544, Registration Date: March 22, 2011 (hereinafter called the "Trademark"), and of the goodwill of the business symbolized by such Trademark; and

WHEREAS, THE SINGING MACHINE COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignee"), desires to acquire the Trademark and its associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee: (a) the full right, title and interest in and to the Trademark and the goodwill of the business connected with and symbolized by the Trademark, and (b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that Assignor has or may have for past and future infringements of the Trademark, including, without limitation, the right to compromise, sue for and collect profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor agrees to execute such other documents or instruments and take such reasonable actions as may be reasonably requested by Assignee to effectuate the assignment of the Trademarks as described above. This Trademark Assignment may be executed and delivered (including by portable document format (PDF)) in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the 7th day of July, 2014.

ASSIGNOR
THE SINGING MACHINE COMPANY, INC.
DBA SMC GLOBAL, INC.

By: [Signature]
Name: GARY ATKINSON
Title: CEO

ASSIGNEE
THE SINGING MACHINE COMPANY, INC.

By: [Signature]
Name: GARY ATKINSON
Title: CEO