

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Concept 2100, LLC		07/12/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Singing Machine Company, Inc.		
<b>Street Address:</b>	6301 NW 5th Way, Suite 2900		
<b>City:</b>	Fort Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33309		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87200612	WISE OL' OWL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142235000		
<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>			
<b>Phone:</b>	414-273-2100		
<b>Email:</b>	ptomailbox@whdlaw.com, julie.hughes@huschblackwell.com		
<b>Correspondent Name:</b>	Husch Blackwell LLP		
<b>Address Line 1:</b>	555 E Wells Street, Suite 1900		
<b>Address Line 2:</b>	Laura J. Grebe		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Laura J. Grebe		
<b>SIGNATURE:</b>	/Laura J. Grebe/		
<b>DATE SIGNED:</b>	07/25/2017		
<b>Total Attachments: 1</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of July 12, 2017 (the "Effective Date") by and between Concept 2100, LLC, a Florida limited liability company ("Assignor") and The Singing Machine Company, Inc., a Delaware Corporation ("Assignee").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ownership. Assignor owns all right, title, and interest in the trademarks listed below ("Assigned Marks"):

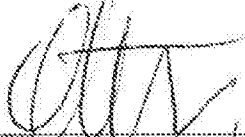
- (a) WISE OL' OWL, U.S. Application No. 87/200,612;
- (b) WISE OL' OWL, Canadian Application No. 1,831,678; and
- (c) WISE OL' OWL, International Application No. A0066219.


2. Transfer. Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest, throughout the world, in and to the Assigned Marks and any application or registration therefor, together with all common law rights, the goodwill of the business symbolized by the Assigned Marks, any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Assigned Marks.

3. Acceptance. Assignee hereby accepts the assignment described herein and assumes all ownership, rights, liabilities and obligations in connection with such assignment.

CONCEPT 2100, LLC

THE SINGING MACHINE COMPANY, INC.

  
 By: EDWARD STEEL  
 PRG  
 Date: 7/12/17

  
 By: Gary Atkinson CEO  
 Date: 7/25/17