

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Digital Networks North America, Inc.	03/13/2009
RECEIVING PARTY DATA	
Name:	Mizuho Corporate Bank, Ltd., London Branch as Offshore Security Trustee
Street Address:	Bracken House, One Friday Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M9JA
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	6469633
Patent Number:	6473441
Patent Number:	7065287
Patent Number:	6954469
Patent Number:	6539210
Patent Number:	7389034
Patent Number:	7203773
Patent Number:	7343435
Patent Number:	7305694
Application Number:	10935517
Application Number:	11455535
Application Number:	11949677
Application Number:	12016047
Application Number:	12140213
CORRESPONDENCE DATA	

501233320

PATENT
REEL: 024686 FRAME: 0226

CH \$560.00 6469633

Fax Number: (202)408-3141

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Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

447554-5

NAME OF SUBMITTER:

Jean Paterson

Total Attachments: 12

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Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 13, 2009 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Mizuho Corporate Bank, Ltd., London Branch, as Offshore Security Trustee (defined below) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, K.K. BCJ-1, a company organized under the laws of Japan (the "Parent"), D&M Holdings Inc. (as successor in interest to K.K. BCJ-2), a company organized under the laws of Japan (the "Company"), and certain Subsidiaries of the Parent have entered into a Senior Facilities Agreement dated 28 July 2008 (as amended by an Amendment Agreement on 8 September 2008, and as may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement") with Aozora Bank, Ltd., Mizuho Bank, Ltd., Mizuho Corporate Bank, Ltd., Morgan Stanley Japan Securities Co., Ltd., Shinsei Bank, Limited and Société Générale as mandated lead arrangers, the other lenders party thereto, Mizuho Corporate Bank, Ltd. as administrative agent and security agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Parent, the Company and certain Subsidiaries of the Parent have entered into a Senior Mezzanine Facility Agreement dated 28 July 2008 (as amended by an Amendment Agreement on 8 September 2008, and as may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Mezzanine Facility Agreement", and together with the Senior Facilities Agreement, the "Facilities Agreements") with Morgan Stanley Japan Securities Co., Ltd. and Shinsei Bank, Limited as mandated lead arrangers, the other lenders party thereto, Shinsei Bank, Limited as administrative agent and Mizuho Corporate Bank, Ltd. as security agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Parent and the Company have entered into a Security Agency Deed dated 23 February 2009 (as may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agency Deed") among, *inter alios*, the Parent, the Company, the financial institutions party thereto as senior lenders, Mizuho Corporate Bank, Ltd. as senior administrative agent, the financial institutions party thereto as senior mezzanine lenders, Shinsei Bank, Limited as senior mezzanine administrative agent, the hedge counterparties party thereto, Mizuho Corporate Bank, Ltd. as security agent for the Secured Parties and Mizuho Corporate Bank, Ltd., London Branch as offshore security trustee (the "Offshore Security Trustee") for the Secured Parties.

WHEREAS, the Grantors have entered into a Security Agreement dated as of March 13, 2009 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Offshore Security Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. Grant of Security

Each Grantor hereby grants to the Offshore Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- 1.1 all material United States patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Offshore Security Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- 1.2 all material United States trademark and service mark registrations and applications and the goodwill thereto as set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Offshore Security Trustee from time to time) (the "Trademarks");
- 1.3 all material United States copyrights and copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Offshore Security Trustee from time to time) (the "Copyrights");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.
- 1.6 Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment

and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

2. Recordation

Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement.

3. Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Grants, Rights and Remedies

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Offshore Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. Termination

This IP Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This IP Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Offshore Security Trustee shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Collateral acquired under this IP Security Agreement. Additionally, upon such satisfactory performance or payment, the Offshore Security Trustee shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this IP Security Agreement and any security interest in, to or under the Collateral.

6. Governing Law

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

DIGITAL NETWORKS NORTH AMERICA, INC.

By: [Signature]

Name: John J. Jones

Title: President

Address:

100 Corporate Center, Boston, MA 02110

MA 02110

Email Address: jones@digital.com

BOSTON ACOUSTICS, INC.

By: [Signature]

Name: Robert J. Jones

Title: President

Address:

100 Corporate Center, Boston, MA 02110

MA 02110

Email Address: jones@bostonacoustics.com

MCINTOSH LABORATORY, INC.

By: [Signature]

Name: Robert J. Jones

Title: President

Address:

100 Corporate Center, Boston, MA 02110

MA 02110

Email Address: jones@mcintoshlab.com

Optional Page to Intellectual Property Security Agreement (IPSA Form - Security Agreement)

MARANTZ AMERICA LLC

By: *[Signature]*

Name: Victor J. Jones

Title: President

Address:

100 Corporate Center, Manhattan

NY 10020

Email Address: *[Handwritten email address]*

D&M HOLDINGS US INC.

By: *[Signature]*

Name: Victor J. Jones

Title: President

Address:

100 Corporate Center, Manhattan

NY 10020

Email Address: *[Handwritten email address]*

SCHEDULE A
PATENTS AND PATENTS APPLICATIONS

Grantor	Patents	Country	Patent No.	Application No.	Filing Date	Issue Date
Digital Networks North America	Remote Control of Electronic Devices	USA	6,469,633	09/002,721	1/5/1998	10/22/2002
Digital Networks North America	Multi-Channel Video Pump	USA	6,473,441	09/226,169	1/7/1999	10/29/2002
Digital Networks North America	Apparatus, Method and Database for Control of Audio/Video Equipment	USA	7,065,287	09/453,023	12/2/1999	6/20/2006
Digital Networks North America	Multi-Channel Video Pump	USA	6,954,469	09/478,407	1/6/2000	10/11/2005
Digital Networks North America	Automated Assignment and Tuning of Radio Call Letters to Radio Presets	USA	6,539,210	09/689,725	10/13/2000	3/25/2003
Digital Networks North America	Data Entry Via On-Screen Display	USA	7,389,034	10/012,438	12/12/2001	6/17/2008
Digital Networks North America	Multi-Protocol A/V Control Port with Selective Modulation	USA	7,203,773	10/656,048	3/4/2003	4/10/2007
Digital Networks North America	Stream Based Compressed File Download With Interruption Recovery	USA	7,343,435	10/705,084	11/10/2003	3/11/2008
Digital Networks North America	Method and Apparatus for Remotely Controlling a Receiver According to Content and User Selection	USA	7,305,694	10/935,068	9/7/2004	12/4/2007
Digital Networks North America	Method and Apparatus for Wired Infrared Demodulation	USA		10/935,517	9/7/2004	
Digital Networks North America	Apparatus, Method and Database for Control of Audio/Video Equipment	USA		11/455,535	6/19/2006	
Digital Networks North America	Method and Apparatus for Remotely Controlling a Receiver According to Content and User Selection	USA		11/949,677	12/3/2007	
Digital Networks North America	Stream Based Compressed File Download With Interruption Recovery	USA		12/016,047	1/17/2008	
Digital Networks North America	Data Entry Via On-Screen Display	USA		12/140,213	6/16/2008	
Boston Acoustics	High Power Tweeter	USA	5,894,524	08/756,817	11/26/1996	4/13/1999
Boston Acoustics	Speaker with Passive Voice Coil Cooling (Boston Acoustics In-House Title: Pro Series .5 Subes)	USA	5,940,522	09/076,272	5/12/1998	8/17/1999
Boston Acoustics	Thermal Overload & Resonant Motion Control for an Audio Speaker	USA	7,113,603	09/392,019	9/8/1999	9/26/2006
Boston Acoustics	Planar-Type Loudspeaker with At Least Two Diaphragms (Boston Acoustics In-House Title: BA 7500)	USA	6,449,376	09/399,536	9/20/1999	9/10/2002
Boston Acoustics	Cooling Mechanism for an Audio Speaker (Boston Acoustics In-House Title: Competitor Subs)	USA	6,430,300	09/404,451	9/22/1999	8/6/2002

Grantor	Patents	Country	Patent No.	Application No.	Filing Date	Issue Date
Boston Acoustics	Pivotal Speaker Mounting Apparatus (Boston Acoustics In-House Title: VR1 In-Walls (Except Subs))	USA	6,792,125	09/644,468	8/23/2000	9/14/2004
Boston Acoustics	Surface Mounted Loudspeaker and Bracket for the Mounting Thereof (Boston Acoustics In-House Title: Bravo, Bravo II)	USA	6,845,840	09/925,570	8/9/2001	1/25/2005
Boston Acoustics	Combination Handle and Cabinet Fastener (Boston Acoustics In-House Title: BT)	USA	6,748,627	10/256,273	9/26/2002	6/15/2004
Boston Acoustics	Audio Speaker Having a Removable Voice Coil (Boston Acoustics In-House Title: Removable Voice Coil)	USA	7,272,237	10/446,298	5/28/2003	7/18/2007
Boston Acoustics	Dynamic Bass Boost Apparatus and Method (Boston Acoustics In-House Title: Dynamic Bass Boost Digital)	USA	7,171,010	10/660,447	9/11/2003	3/30/2007
Boston Acoustics	Low Speaker (Boston Acoustics In- House Title: Boston 3-Way In-Ceiling Speaker)	USA	7,171,013	10/672,782	9/26/2003	1/30/2007
Boston Acoustics	System and Method for Providing Access to Supplemental Program Services	USA		11/103,741	4/12/2005	
Boston Acoustics	Audio Speaker Having a Tweeter Capable of Continuous Rotation	USA		11/649,716	1/4/2007	
Boston Acoustics	Audio Speaker Having a Removable Voice Coil (Boston Acoustics In- House Title: Removable Voice Coil)	USA		11/778,371	7/16/2007	

SCHEDULE B

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademarks/Trade names	Class	Country	Reg. No.	Application No.	Filing Date	Issue Date
McIntosh Laboratory	LEGENDARY	9	USA		77/268,646	8/30/2007	
McIntosh Laboratory	Dynamic Power Manager	9	USA	3,283,379	76/625,392	12/23/2004	8/21/2007
McIntosh Laboratory	McIntosh (old logo)	9	USA	456,034	72/016,614	9/28/1956	12/24/1957
McIntosh Laboratory	Mc (Abbrev logo)	9	USA	980,278	72/426,024	6/1/1972	3/13/1974
McIntosh Laboratory	Power Guard	9	USA	1,090,016	73/091,479	6/24/1976	4/23/1978
McIntosh Laboratory	McIntosh (logo)	9	USA	1,106,001	73/152,397	12/16/1977	8/14/1978
McIntosh Laboratory	McIntosh (word)	9	USA	2,022,091	75/040,373	12/26/1993	12/10/1996
McIntosh Laboratory	McIntosh (logo)	9	USA	2,035,334	75/040,372	12/26/1993	2/4/1997
McIntosh Laboratory	LDIIP	9	USA	2,303,852	75/537,056	8/17/1998	12/28/1999
McIntosh Laboratory	McIntosh/Globe	9	USA	2,709,210	76/427,065	7/2/2002	4/22/2003
McIntosh Laboratory	DPM Logo	9	USA	3,218,463	76/625,394	12/23/2004	3/13/2007
Boston Acoustics	BOSTON	9	USA	1,360,831	73/253,265	10-Mar-80	12-Nov-85
Boston Acoustics	BOSTON ACOUSTICS, PLUS DESIGN	9	USA	1,174,921	73/253,266	10-Mar-80	27-Oct-81
Boston Acoustics	BOSTON ACOUSTICS	9	USA	1,291,939	73/399,097	10-Sep-82	28-Aug-84
Boston Acoustics	MAGNAGUARD	9	USA	1,421,748	73/515,012	24-Dec-84	23-Dec-86
Boston Acoustics	POWERVENT	9	USA	1,586,123	73/787,806	20-Mar-89	28-Nov-89
Boston Acoustics	VOYAGER	9	USA	1,769,162	74/178,581	20-Jun-91	1-May-93
Boston Acoustics	VR	9	USA	1,948,354	74/578,161	6-Sep-94	16-Jun-96
Boston Acoustics	RADIAL VENT	9	USA	2,556,363	75/470,406	20-Apr-98	2-Apr-02
Boston Acoustics	BASSIRAC	9	USA	2,402,890	75/721,710	2-Jun-99	7-Nov-00
Boston Acoustics	BOSTONACOUSTICS.COM	9	USA	2,484,343	75/758,073	13-Dec-99	4-Sep-01
Boston Acoustics	DIRECTVENT	9	USA	2,513,967	75/816,844	6-Oct-99	4-Dec-01
Boston Acoustics	(Design) Upside Down Speaker Head Logo	9	USA	2,803,336	76/235,105	4-Apr-01	13-Jun-04
Boston Acoustics	BRAVO	9	USA	2,573,704	76/327,932	19-Oct-01	28-May-02
Boston Acoustics	BOSTON BOSTON ACOUSTICS	9	USA	2,718,845	76/381,025	11-Mar-02	27-Aug-03
Boston Acoustics	DSI	9	USA	2,695,372	76/394,328	9-Apr-02	11-Mar-03
Boston Acoustics	KORTIC	9	USA	2,791,323	78/184,626	13-Nov-02	9-Dec-03
Boston Acoustics	RECEPTER RADIO	9	USA	2,781,999	78/188,099	22-Nov-02	11-Nov-03
Boston Acoustics	AVIDEA	9	USA	2,958,085	78/240,672	22-Apr-03	31-May-05
Boston Acoustics	BOSTON PRO	9	USA	3,066,515	78/305,804	26-Sep-03	7-Mar-06
Boston Acoustics	BOSTON Z	9	USA	3,261,817	78/305,801	26-Sep-03	10-Jul-07
Boston Acoustics	DEEP CHANNEL	9	USA	3,056,306	78/326,586	12-Nov-03	31-Jan-06

Grantor	Trademarks/Trade names	Class	Country	Reg. No.	Application No.	Filing Date	Issue Date
Boston Acoustics	TRUE-TO-THE-ORIGINAL PERFORMANCE	9	USA	3,071,902	78/074,796	26-Feb-04	21-Mar-06
Boston Acoustics	YOUR SOUND SOLUTION	9	USA	3,166,121	78/449,090	12-Jul-04	31-Oct-06
Boston Acoustics	UTuned	9	USA	3,490,470	78/839,208	16-Mar-06	19-Aug-08
Boston Acoustics	BOSTON GT	9	USA	3,324,279	78/890,164	23-May-06	30-Oct-07
Boston Acoustics	TYEE	9	USA	3,482,317	78/954,084	17-Aug-06	5-Aug-08
Boston Acoustics	SURESET	9	USA	3,565,376	77/195,166	1-Jun-07	24-Jun-09
Boston Acoustics	(NEW) BOSTON LOGO	9	USA		77/289,187	19-Jun-07	
Boston Acoustics	PLAY SMART	9	USA		77/209,548	19-Jun-07	
Boston Acoustics	TWINKSTAGE	9	USA	3,573,622	77/308,723	19-Oct-07	10-Feb-09
Boston Acoustics	BOSTON	9	USA	3,560,564	77/485,784	5-29-2008	13-Jun-09
Boston Acoustics	BOSTON	6	USA	3,560,949	77/493,836	6/9/2008	13-Jun-09
Boston Acoustics	H.O.M.E.S.	9	USA		77/628,612	12/8/2008	
Digital Networks North America	ESCIENT (AND DESIGN)	9	USA	2,171,111	75/310,608	6/17/1997	7/7/1998
Digital Networks North America	ESCIENT	9	USA	2,172,920	75/310,609	6/17/1997	7/14/1998
Digital Networks North America	TUNEBASE	9	USA	2,206,720	75/310,607	6/17/1997	12/1/1998
Digital Networks North America	WE MAKE TECHNOLOGY BEHAVE	9	USA	2,365,002	75/409,813	12/23/1997	7/4/2000
Digital Networks North America	OPENGLOBE	35	USA	2,844,172	75/889,696	1/6/2000	5/25/2004
Digital Networks North America	POWERPLAY	9	USA	2,721,324	78/033,184	10/31/2000	6/3/2003
Digital Networks North America	G OPENGLOBE (AND DESIGN)	42	USA	2,673,257	78/037,476	12/1/2000	1/7/2003
Digital Networks North America	GO (STYLIZED)	9	USA	2,896,272	78/037,469	12/1/2000	10/19/2004
Digital Networks North America	ENTERTAIN SIMPLICITY	42	USA	2,735,572	78/038,383	12/8/2000	7/8/2003
Digital Networks North America	FIREBALL	9	USA	2,795,990	78/046,090	2/1/2001	12/16/2003
Digital Networks North America	WE MAKE TECHNOLOGY BEHAVE	35	USA	2,647,298	78/031,954	3/8/2001	11/5/2002
Digital Networks North America	PHYSICAL	9	USA	2,673,166	76/304,858	8/23/2001	1/7/2003
Digital Networks North America	DESIGN ONLY	9	USA	2,684,647	76/320,136	10/2/2001	2/4/2003
Digital Networks North America	OPENGLOBE	41	USA	2,436,453	78/396,074	4/5/2004	3/29/2005
Digital Networks North America	OXI	41	USA	2,438,264	78/396,075	4/5/2004	4/5/2005

Grantor	Trademark/Trade names	Class	Country	Reg. No.	Application No.	Filing Date	Issue Date
Digital Networks North America	OG OPENGLOBE	41	USA	2,931,265	78/396,076	4/3/2004	4/5/2005
Digital Networks North America	FIREBALL LOGO	9	USA	2,987,590	78/445,479	7/2/2004	8/23/2005
Digital Networks North America	VISION	9	USA		77/623,536	12/1/2008	
Marmatz America	PMD	9	USA	2,014,039	74/388,673	5/6/1993	11/5/1996
Marmatz America	PMD	9	USA	2,591,572	76/334,895	11/6/2001	7/9/2002
Marmatz America	LIFE AMPLIFIER	9	USA	3,395,831	78/565,716	2/11/2005	3/11/2008
D&M Holdings US	TSC	9	USA		77/195,282	6/1/2007	

SCHEDULE C

COPYRIGHTS AND COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.