

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NUMARK INDUSTRIES, L.P.		07/29/2011	LIMITED PARTNERSHIP: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	100 Front Street
<b>City:</b>	Worcester
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01608
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2391963	ANTI SHOCK
Registration Number:	3704315	AXIS 4
Registration Number:	2402458	DJ IN A BOX
Registration Number:	3612974	DJIO
Registration Number:	3393506	FIT FOR SOUND
Registration Number:	3612350	FIT FOR SOUND
Registration Number:	3134162	IDJ
Serial Number:	85345378	MIXDECK
Serial Number:	85345435	MIXTRACK
Registration Number:	1824178	NUMARK
Serial Number:	77656436	STRIP SEARCH
Registration Number:	3412411	TOTAL CONTROL
Registration Number:	3504457	TOTAL CONTROL
Serial Number:	85174042	TRACK FACTORY

**TRADEMARK**

**900207589**

**REEL: 004664 FRAME: 0204**

**CH \$440.00 2391963**

Registration Number:	3438330	VIRTUAL VINYL
Registration Number:	2989383	ION
Registration Number:	3564365	NUVJ

**CORRESPONDENCE DATA**

Fax Number: (508)929-3093  
Phone: (508) 791-3511  
Email: trademark@bowditch.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Bowditch & Dewey, LLP  
Address Line 1: 311 Main Street  
Address Line 2: Michele J. Young  
Address Line 4: Worcester, MASSACHUSETTS 01615-0156

ATTORNEY DOCKET NUMBER:	060808-0529
NAME OF SUBMITTER:	Marie LoPresti
Signature:	/Marie LoPresti/
Date:	11/21/2011

**Total Attachments: 17**

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**SECOND AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") is made as of the 29<sup>th</sup> day of July, 2011 by and between **NUMARK INDUSTRIES, L.P.**, a Florida limited partnership with its principal place of business at 866 N.E. 20<sup>th</sup> Avenue, Fort Lauderdale, FL 33304 ("Numark") and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Front Street, Worcester, Massachusetts 01608 (the "Bank"). This IP Agreement amends and restates an Amended and Restated Intellectual Property Security Agreement dated as of May 28, 2008 by and between Numark Industries, LLC and the Bank.

**RECITALS**

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the "Loans") to each of Numark, ION Audio, LLC ("ION"), Numark International, Inc. ("International"), InMusic, LLC ("InMusic"), MixMeister Technology, LLC ("MixMeister"), ALTO Professional, LLC ("ALTO"), Jet Leasing Services II, LLC ("Jet Leasing"), Del Jet Leasing Services, LLC ("Del Jet"), ION Health, LLC ("ION Health"), The DJStore, L.P. ("DJStore"), DJStore Management, LLC ("DJStore Management") and John Eliot, Ltd. ("Eliot") (Numark, ION, International, InMusic, MixMeister, ALTO, Jet Leasing, Del Jet, ION Health and Eliot individually a "Borrower" and collectively the "Borrowers"), pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith by and among Borrowers and Bank (as may be amended from time to time, the "Loan Agreement"). The Loans are secured pursuant to the terms of the Loan Agreement. Bank is willing to enter into certain financial accommodations with Borrowers, but only upon the condition, among others, that Numark shall grant to Bank a continuing security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Borrowers under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Numark has granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Numark's Indebtedness (as defined below), Numark hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of its present or future indebtedness, obligations and liabilities to Bank (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement,

Numark hereby grants a continuing security interest in all of its right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Numark now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections now or hereafter existing, created, acquired or held, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, now or hereafter existing, created, acquired or held and the entire goodwill of the business of Numark connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Numark authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement or evidence of same.

3. Covenants and Warranties. Numark represents, warrants, covenants and agrees as follows:

(a) It is now the sole owner of the registered Intellectual Property Collateral except for non-exclusive licenses granted by it to its customers in the ordinary course of business, and with respect to unregistered Intellectual Property, unless Bank is notified otherwise by Numark, its use thereof remains unchallenged;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which it is bound except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;

(c) During the term of this IP Agreement, Numark will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by Numark in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Numark shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of Numark in or to any Trademark, Patent, Copyright or Mask Work specified in this IP Agreement;

(f) Numark shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights and Mask Works and promptly advise Bank in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights and Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Numark determines that reasonable business practices suggest that abandonment is appropriate;

(g) Numark shall promptly register the most recent version of any of its Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time Numark first has rights in such after-acquired Intellectual Property Collateral in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Numark of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Numark in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Numark with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Numark shall not enter into any agreement that would materially impair or conflict with its obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Numark shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Numark's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer or manager of Numark obtaining actual knowledge thereof, Numark will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Numark to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Numark's sole expense, any actions that Numark is required under this IP Agreement to take but which Numark fails to take, after ten (10) days' notice to Numark. Numark shall reimburse and

indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Numark hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Numark, any of Numark's plants and facilities that manufacture, install or store products (or that have done so during the prior twelve-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Numark and as often as may be reasonably requested, but not more than once in every twelve (12) months; provided, however, nothing herein shall entitle Bank access to Numark's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Numark will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Numark hereby irrevocably appoints Bank as its attorney-in-fact, with full authority in the place and stead of Numark and in the name of Numark, Bank or otherwise, from time to time in Bank's discretion, upon Numark's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Section 6 of this IP Agreement, including:

(i) to modify, in its sole discretion, this IP Agreement without first obtaining Numark's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Numark after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works in which Numark no longer has or claims any right, title or interest; and

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Numark where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement.

(a) An Event of Default beyond any applicable grace or cure period occurs and is continuing under the Loan Agreement or any document from Borrowers to Bank, or

(b) Numark breaches any warranty or agreement made by Numark in this IP Agreement and such breach threatens to have or results in a material adverse effect upon any of the Intellectual Property Collateral.

8. Remedies. Upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter, Bank shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Numark to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a non-exclusive, royalty-free license to use the Copyrights, Patents, Trademarks and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter. Numark will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Numark agrees to defend, indemnify and hold harmless Bank and its officers, employees and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Numark, whether under this IP Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Numark shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Numark all deeds, assignments and other instruments as may be necessary or proper to reinvest in Numark full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.



13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. NUMARK AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS IP AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON NUMARK BY MAIL AT THE ADDRESS SET FORTH IN THIS IP AGREEMENT. NUMARK HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

16. **JURY TRIAL WAIVER.** NUMARK AND THE BANK (BY ACCEPTANCE OF THIS IP AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES (AS DEFINED IN THE LOAN AGREEMENT) OR ANY SECURITY DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE LOANS OR ENFORCEMENT OF THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES OR ANY OF THE SECURITY DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, NUMARK HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. NUMARK CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS IP AGREEMENT AND MAKE THE LOANS.


17. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Bank's subsidiaries or affiliates in connection with their present or prospective business relations with Numark; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that prior to the occurrence of an Event of Default, Bank shall require that such prospective transferees or purchasers exercise the same standard of care as the Bank is required to hereunder; (iii) as required by law, regulation, subpoena or other order; (iv) as required in connection with Bank's examination or audit; and (v) as Bank considers appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (a) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (b) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

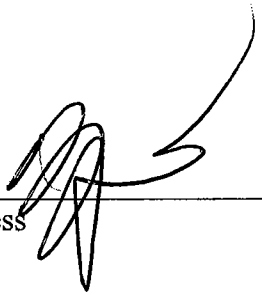
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SIGNATURES APPEAR ON THE FOLLOWING PAGE*


EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the day and year first written above.

NUMARK INDUSTRIES, L.P.  
By NUMARK INTERNATIONAL, INC.,  
Its General Partner

  
Witness

By:   
Name: Paul R. Antrop  
Title: Executive Vice President

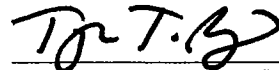
  
Witness

BANK OF AMERICA, N.A.  
By:   
Name: Todd R. Mandella  
Title: Vice President

STATE OF RHODE ISLAND

Providence County

On this 29 day of July, 2011, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Numark International, Inc., the General Partner of Numark Industries, L.P., 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 Numark International, Inc., the General Partner of Numark Industries, L.P.

  
Notary Public 57056 Tyler T. Ray  
My Commission Expires: 2-24-14

**EXHIBIT A – COPYRIGHTS:**

**COPYRIGHTS**

<b>Jurisdiction</b>	<b>Registration / Serial Number</b>
United States	TX-4-825-186

**EXHIBIT B – PATENTS:**

**SEE ATTACHED**

**EXHIBIT C – TRADEMARKS:**

**SEE ATTACHED**

**EXHIBIT D - MASK WORKS:**

**SEE COPYRIGHTS**

EXHIBIT B

Client/Division	Client/Cod	Docket Numt	Country	Title	Status	Case Type	Applicatio	Grant Date	Patent Num	Expiration	Next Tax	Attorney	PATENTMASTERIC
Numark Industries, L.P. N005		P00253-US	United States	DISC JOCKEY TURNTABLE	Granted	Design	05/26/1999	29/105573	10/31/2000	D433011	#####	David R. Jr	431
Numark Industries, L.P. N005		P00431-US	United States	PHONOGRAPH CARTRIDGE	Granted	Design	02/02/2000	29/117959	06/26/2001	D444147	#####	David R. Jr	683
Numark Industries, L.P. N005		P00699-US	United States	AC TRANSFORMER	Granted	Design	08/07/2002	29/165232	05/06/2003	D474150	#####	David R. Jr	1060
Numark Industries, L.P. N005		P00764-US	United States	DISC JOCKEY TURNTABLE	Granted	Design	02/06/2002	29/175610	06/22/2004	D491915	#####	David R. Jr	1214
Numark Industries, L.P. N005		P00765-DE	Germany	TONE ARM ASSEMBLY	Granted	Design	07/21/2003	403049768	12/08/2003	403049768	#####	David R. Jr	1508
Numark Industries, L.P. N005		P00765-GB	Great Britain	TONE ARM ASSEMBLY	Granted	Design	07/17/2003	3013692	07/17/2003	3013692	#####	David R. Jr	1500
Numark Industries, L.P. N005		P00765-US	United States	TONARM ASSEMBLY BASE	Granted	Design	02/06/2003	29175614	08/10/2004	D494158	#####	David R. Jr	1215
Numark Industries, L.P. N005		P00867-US	United States	UNIVERSAL BEAT SYNCHROI	Granted	Regular	08/11/1997	08909424	01/16/2001	6175632	#####	David R. Jr	1409
Numark Industries, L.P. N005		P00914-US2	United States	RECORD CONTROLLED SOUJ	Granted	Design	01/06/2005	29220778	04/11/2006	D518814	#####	David R. Jr	2019
Numark Industries, L.P. N005		P01259-US	United States	DOCK AND MIXER FOR MEDI	Granted	Design	01/20/2006	29246073	02/05/2008	D561177	#####	David R. Jr	2307
Numark Industries, L.P. N005		P01259-US1	United States	DOCK AND MIXER FOR DOCK AND MI	Granted	Design	02/02/2006	29246087	11/13/2007	D555148	#####	David R. Jr	2326
Numark Industries, L.P. N005		P01319-US	United States	HOUSING FOR DOCK AND MI	Granted	Design	03/28/2006	29246267	10/23/2007	D553641	#####	David R. Jr	2400
Numark Industries, L.P. N005		P01320-US	United States	MEDIA STORAGE MANAGER	Granted	Design	03/28/2006	29246269	10/23/2007	D553608	#####	David R. Jr	2401
Numark Industries, L.P. N005		P01321-US	United States	DOCK SYSTEM AND MIXER F	Granted	Design	03/28/2006	29246271	10/16/2007	D553118	#####	David R. Jr	2402
Numark Industries, L.P. N005		P01440-US2	United States	COMBINED MEDIA PLAYER A	Granted	Design	07/31/2007	29282859	01/22/2008	D560203	#####	David R. Jr	2917
Numark Industries, L.P. N005		P01605-US	United States	VINYL RECORD TURNTABLE	Filed	Regular	12/17/2007	11957834				David R. Jr	3068
Numark Industries, L.P. N005		P01673-US	United States	DISC JOCKEY COMPONENT F	Docketed	Provisional F						Joshua Stc	3050
Numark Industries, L.P. N005		P01689-US	United States	HYBRID ELECTRONIC DRUM	Docketed	Provisional F						Joshua Stc	3210
Numark Industries, L.P. N005		P01775-US	United States	SLIDE SCANNER WITH AUTM	Docketed	Provisional F						Joshua Stc	3234
Numark Industries, L.P. N005		P01817-US	United States	DISC JOCKEY PERFORMANC	Granted	Design	01/13/2009	29330702	10/27/2009	D602914	#####	Joshua Stc	3404
Numark Industries, L.P. N005		P01893-US	United States	DISC JOCKEY VIDEO GAME C	Docketed	Design						Joshua Stc	3437
Numark Industries, L.P. N005		P01906-US2	United States	MUSIC-ORIENTED CONTROL	Filed	Provisional F	12/09/2010	61421249			#####	Joshua Stc	3561
Numark Industries, L.P. N005		P02010-US	United States	CONTROL INTERFACE FOR M	Filed	Regular	07/01/2010	12828418				Joshua Stc	4023
Numark Industries, L.P. N005		P02012-US	United States	PIANO KEYBOARD	Granted	Design	12/15/2009	29352033	04/12/2011	D636013	#####	Joshua Stc	3788
Numark Industries, L.P. N005		P02063-US	United States	GAME CONTROLLER	Granted	Design	12/15/2009	29352044	09/21/2010	D624053	#####	Joshua Stc	3790
Numark Industries, L.P. N005		P02073-US	United States	TOUCH SENSITIVE CONTROL	Docketed	Provisional F						Joshua Stc	3909
Numark Industries, L.P. N005		P02131-US	United States	ELECTRONIC DRUM MODULE	Filed	Design	05/17/2010	29361851				Joshua Stc	3937
Numark Industries, L.P. N005		P02161-US	United States	METHOD AND SYSTEM FOR I	Filed	Provisional F	10/14/2010	61392984			#####	Joshua Stc	4060
Numark Industries, L.P. N005		R004	United States	DISC JOCKEY CONTROLLER	Filed	Provisional F	11/12/2010	61412927			#####	David R. Jr	4115
Numark Industries, L.P. N005			United States	ELECTRONIC DRUM (USPN 7	Filed	Re-Examinat	03/14/2011	90011481			#####	Joshua Stc	4355

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**EXHIBIT B (CONTINUED)**

<b>Patent</b>	<b>Jurisdiction</b>	<b>Registration or Serial Number</b>
CONTROLLER INTERFACE FOR MUSICAL APPLICATIONS ON HANDHELD COMPUTING DEVICES	United States	20110004328
DUAL-DECK CASSETTE PLAYER HAVING AN INTEGRATED DIGITAL COMPUTER SERIAL PORT	United States	20090015963
VINYL RECORD TURNTABLE HAVING INTEGRATED DOCKING STATION FOR A PORTABLE MEDIA PLAYER	United States	20080144478
COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	United States	20080046098
MEDIA STORAGE MANAGER AND PLAYER	United States	20080013756
DOCKING SYSTEM AND MIXER FOR PORTABLE MEDIA DEVICES WITH GRAPHICAL INTERFACE	United States	20070280489
DOCKING APPARATUS AND MIXER FOR PORTABLE MEDIA DEVICES	United States	20060221776
ALL-IN-ONE DISC JOCKEY MEDIA PLAYER WITH FIXED STORAGE DRIVE AND MIXER	United States	20050259532
DISC JOCKEY AUDIO/VIDEO MIXER	United States	20050231642
DIGITAL MUSIC SYSTEM FOR DISC JOCKEYS	United States	20050146996
DIGITAL VIDEO PLAYER FOR DISC JOCKEYS	United States	20050141885

<b>Patent</b>	<b>Jurisdiction</b>	<b>Registration or Serial Number</b>
TONE ARM ASSEMBLY WITH INTERCHANGEABLE TONE ARM	United States	6661767
TOUCH SENSOR SYSTEM	United States	7069357
RECORD CONTROLLED SOUND PLAYBACK DEVICE	United States	10935492
RECORD CONTROLLED SOUND PLAYBACK DEVICE	United States	D518,814
DIGITAL MUSIC SYSTEM FOR DISC JOCKEYS	United States	11028707
DIGITAL VIDEO PLAYER FOR DISC JOCKEYS	United States	11007083
DISC JOCKEY AUDIO/VIDEO MIXER	United States	11071948
ALL-IN-ONE DISC JOCKEY MEDIA PLAYER WITH FIXED STORAGE DRIVE AND MIXER	United States	10908415

Wednesday, July 20, 2011

## Trademark List by Client

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Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ANTI SHOCK & design	ANTI SHOC/ United States of America	Registered 09 Int.	75450091 18-Feb-1998	2391963 03-Oct-2000
AXIS 4	AXIS 4/ United States of America	Registered 09 Int.	77570764 16-Sep-2008	3704315 03-Nov-2009
DJ IN A BOX	DJ IN A BOX/ United States of America	Registered 09 Int.	75450090 18-Feb-1998	2402458 07-Nov-2000
DJIO	DJIO/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	06-Sep-2007	937322 06-Sep-2007
DJIO	DJIO/ Japan	Registered 09 Int.		937322 06-Sep-2007
DJIO	DJIO/ United States of America	Registered 09 Int.	77124500 07-Mar-2007	3612974 28-Apr-2009
FIT FOR SOUND	FIT FOR SOUND/ European Community	Registered 09 Int.		919891 20-Oct-2008
FIT FOR SOUND	FIT FOR SOUND/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.		981813 22-Feb-2007
FIT FOR SOUND	FIT FOR SOUND/ Japan	Registered 09 Int.		919891 22-Feb-2007
FIT FOR SOUND	FIT FOR SOUND/ United States of America	Registered 09 Int.	78957474 22-Aug-2006	3393506 04-Mar-2008
FIT FOR SOUND & design	FIT FOR SOUND &/ European Community	Registered 09 Int.		981813 20-Oct-2008
FIT FOR SOUND & design	FIT FOR SOUND &/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	20-Oct-2008	981813 20-Oct-2008
FIT FOR SOUND & design	FIT FOR SOUND &/ Japan	Registered 09 Int.		981813
FIT FOR SOUND & design	FIT FOR SOUND &/ United States of America	Registered 09 Int.	77586258 06-Oct-2008	3612350 28-Apr-2009
iDJ	IDJ/ European Community	Registered 09 Int.	004703906 20-Oct-2005	004703906 09-May-2006
IDJ	IDJ/ United States of America	Registered 09 Int.	78514389 10-Nov-2004	3134162 22-Aug-2006
MIXDECK	MIXDECK/ United States of America	Pending 09 Int.	85345378	TRADEMARK REEL: 004664 FRAME: 0219



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Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
MIXTRACK	MIXTRACK/ United States of America	Pending 09 Int.	85345435 14-Jun-2011	
NUMARK	NUMARK/ Germany	Registered 09 Int.		39528223
NUMARK	NUMARK/ Greece	Registered		126551
NUMARK	NUMARK/ Hong Kong	Registered 09 Int.		1996B07917 20-Jan-1995
NUMARK	NUMARK stylized/ Hong Kong	Registered 09 Int.		1996B07916 20-Jan-1995
NUMARK	NUMARK/ Italy	Registered 09 Int.	RM2005C004601 31-Aug-2005	719660
NUMARK	NUMARK/ Japan	Registered 09 Int.	H07-088155 28-Aug-1995	4108221 30-Jan-1998
NUMARK	NUMARK/ Korea, Republic of	Registered	08-Jan-2004	457106 21-Oct-2009
NUMARK	NUMARK/ Malaysia	Registered 09 Int.	95009652	95009652
NUMARK	NUMARK/ Peru	Registered 09 Int.	27-Jan-2009	161113 05-Feb-2010
NUMARK	NUMARK/ Singapore	Registered 09 Int.	05-Sep-1995	T95/08468F
NUMARK	NUMARK/804 Taiwan	Renewed 09 Int.		649804 16-Jul-1994
NUMARK	NUMARK/803 Taiwan	Renewed 09 Int.		649803 16-Jul-1994
NUMARK	NUMARK/801 Taiwan	Renewed 09 Int.		649801 16-Jul-1994
NUMARK	NUMARK/580 Taiwan	Renewed 09 Int.		647580 01-Jul-1994
NUMARK	NUMARK/521 Taiwan	Renewed 09 Int.		646541 16-Jun-1994
NUMARK	NUMARK/229 Taiwan	Renewed 09 Int.		645229 01-Jun-1994

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Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NUMARK	NUMARK/327 Taiwan	Renewed 09 Int.		629327 16-Jan-1994
NUMARK	NUMARK/909 Taiwan	Renewed 09 Int.		642909 01-May-1994
NUMARK	NUMARK/371 Taiwan	Renewed 09 Int.		631371 01-Feb-1994
NUMARK	NUMARK/ United Kingdom	Renewed 09 Int.	11-Mar-1993	1529600 27-Nov-2009
NUMARK	NUMARK/ United States of America	Registered 09 Int.	74335287 27-Nov-1992	1824178 01-Mar-1994
NUMARK	NUMARK/ Viet Nam	Renewed		20941
NUMARK (block letters)	NUMARK (block le/ China (Peoples Republic)	Registered 09 Int.		3880009 14-Apr-2006
NUMARK (stylized)	NUMARK (stylized/ Brazil	Registered 09 Int.	30-Nov-1998	821243381 02-Aug-2005
NUMARK (stylized)	NUMARK stylized/ China (Peoples Republic)	Registered 09 Int.	95023106 06-Mar-1995	926514 07-Jan-1997
NUVJ	NUVJ/ European Community	Registered 09 Int.	007058811 11-Jul-2008	007058811 09-Jan-2009
NUVJ	NUVJ/ United States of America	Registered 09 Int.	77497274 12-Jun-2008	3564365 20-Jan-2009
STRIP SEARCH	STRIP SEARCH/ European Community	Registered 09 Int.	008481749 10-Aug-2009	008481749 12-Jan-2010
STRIP SEARCH	STRIP SEARCH/ United States of America	Published 09 Int.	77656436 26-Jan-2009	
TOTAL CONTROL	TOTAL CONTROL/ United States of America	Registered 09 Int.	77124524 07-Mar-2007	3412411 15-Apr-2008
TOTAL CONTROL & design	TOTAL CONTROL &/ United States of America	Registered 09 Int.	77390966 07-Feb-2008	3504457 23-Sep-2008
TRACK FACTORY	TRACK FACTORY/ United States of America	Published 09 Int.	85174042 10-Nov-2010	
VIRTUAL VINYL	VIRTUAL VINYL/ European Community	Registered 09 Int.		918401 01-Feb-2007

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Numark Industries, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
VIRTUAL VINYL	VIRTUAL VINYL/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.		918401 01-Feb-2007
VIRTUAL VINYL	VIRTUAL VINYL/ Japan	Registered 09 Int.		918401 01-Feb-2007
VIRTUAL VINYL	VIRTUAL VINYL/ United States of America	Registered 09 Int.	78942888 02-Aug-2006	3438330 27-May-2008
ION & design	United States	Registered		2,989,383 30-Aug-2005