

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--------------------|
| D&M Holdings Inc. | | 03/13/2009 | CORPORATION: JAPAN |

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 |
| Entity Type: | Bank: UNITED KINGDOM |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 762235 | MARANTZ |
| Registration Number: | 1035966 | DENON |
| Registration Number: | 1048902 | DENON |
| Registration Number: | 1521593 | DENON |
| Registration Number: | 1538024 | MARANTZ |
| Registration Number: | 1857222 | MARANTZ |
| Registration Number: | 1936183 | MARANTZ |
| Registration Number: | 2176147 | DENON |
| Registration Number: | 2465002 | SAUL |
| Registration Number: | 2859352 | DENON |
| Registration Number: | 2851763 | |
| Registration Number: | 3075073 | D&M |
| Registration Number: | 2908018 | DENON LINK |
| Registration Number: | 3102669 | D&M |

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| | | |
|----------------------|----------|--|
| Registration Number: | 3507218 | HDAM |
| Registration Number: | 2248582 | ALLEN & HEATH |
| Registration Number: | 3484955 | BLUEFIN |
| Registration Number: | 3442633 | CALREC |
| Registration Number: | 3442632 | CALREC |
| Registration Number: | 3485011 | BLUEFIN HIGH DENSITY SIGNAL PROCESSING |
| Registration Number: | 3352283 | HD SIGNAL PROCESSING |
| Registration Number: | 3580963 | CALREC |
| Serial Number: | 77249865 | X-SPACE |
| Serial Number: | 77354252 | ISPECTOR |
| Serial Number: | 77381227 | POWERSPECTOR |

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 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

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

| | |
|--------------------|---------------|
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 07/16/2010 |

Total Attachments: 10
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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 alia*, 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:

1. 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.

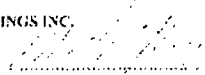
6. **Governing Law**


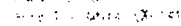
This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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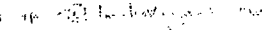
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

D&M HOLDINGS INC.

By: 

Name: 
Title: 

Address:
.....
.....

Email Address: 

CALREC AUDIO LIMITED

By:

Name:
Title:

Address:
.....
.....

Email Address

ALLEN & HEATH LIMITED

By:

Name:
Title:

Address:
.....
.....

Email Address

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.

D&M HOLDINGS INC.

By:

Name:

Title:

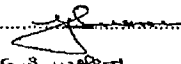
Address:

.....

.....

Email Address:

CALREC AUDIO LIMITED

By: 

Name: G.S. WATSON

Title: FINANCIAL DIRECTOR

Address:

.....

.....

Email Address: graham.watson@calrec.com

ALLEN & HEATH LIMITED

By:

Name:

Title:

Address:

.....

.....

Email Address:

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered by its officer or duly authorized representative of the date first above written.

B&M HOLDINGS INC.

By _____

Name

Title

Address

Email Address

CALREX AUDIO LIMITED

By _____

Name

Title

Address

Email Address

ALLEN & HEASBOLD LIMITED

By _____

Name

Title

Address

Email Address

Not a registered trademark of the Applicant. Registered in the name of the Applicant.

SCHEDULE A

PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

| Grantor | Patents | Patent No. | Application No. | Issue Date |
|-------------------|---|------------|-----------------|------------|
| D&M Holdings Inc. | Optical disk system having table-of-contents information data | 5,634,031 | 08/391,550 | 5/27/1997 |
| D&M Holdings Inc. | Automatic disk changer with detachable clampers held by a disk mounting mechanism | 5,959,959 | 08/567,768 | 9/28/1999 |
| D&M Holdings Inc. | Frequency control device and method for frequency synchronization with multiplex signal by OFDM, receiving device, and communication device | 6,314,083 | 09/053,740 | 11/6/2001 |
| D&M Holdings Inc. | Image reproduction apparatus | 6,445,876 | 09/099,064 | 9/3/2002 |
| D&M Holdings Inc. | Communication content recording apparatus and method | 6,483,855 | 09/136,735 | 11/19/2002 |
| D&M Holdings Inc. | Voice reproduction apparatus and voice reproduction system | 6,317,715 | 09/184,586 | 11/13/2001 |
| D&M Holdings Inc. | Communication system using orthogonal frequency division multiplexed signal | 6,816,453 | 09/404,750 | 11/9/2004 |
| D&M Holdings Inc. | Communication system using orthogonal frequency division multiplexed signal | 7,406,128 | 10/909,405 | 7/29/2008 |
| D&M Holdings Inc. | Disk driving unit | 6,456,572 | 09/407,851 | 9/24/2002 |
| D&M Holdings Inc. | Data recording and reproducing apparatus | 6,515,948 | 09/645,581 | 2/4/2003 |
| D&M Holdings Inc. | Optical disc reproducing apparatus | 6,434,100 | 09/671,367 | 8/13/2002 |
| D&M Holdings Inc. | Data storage device | 6,490,109 | 09/707,969 | 12/3/2002 |
| D&M Holdings Inc. | An apparatus for reproducing video, still images, audio and text from data based upon a processing order | 7,072,882 | 10/092,413 | 7/4/2006 |
| D&M Holdings Inc. | Optical disc reproducing apparatus | 6,791,909 | 10/101,216 | 9/14/2004 |
| D&M Holdings Inc. | Optical disk reproducing apparatus and reproducing method | 6,951,024 | 10/229,531 | 9/27/2005 |
| D&M Holdings Inc. | Recording medium reproducing apparatus | 6,973,019 | 10/244,751 | 12/6/2005 |
| D&M Holdings Inc. | Audio reproducing apparatus | 7,308,188 | 10/259,602 | 12/11/2007 |
| D&M Holdings Inc. | Optical disk reproducing apparatus | 7,219,355 | 10/383,429 | 5/15/2007 |
| D&M Holdings Inc. | Pulse width modulation amplifier | 6,967,527 | 10/669,209 | 11/22/2005 |
| D&M Holdings Inc. | Optical disc reproducing apparatus | 7,251,204 | 10/797,061 | 7/31/2007 |
| D&M Holdings Inc. | Reproducing apparatus, operating apparatus for reproducing and reproducing method | 7,218,578 | 10/799,637 | 5/15/2007 |

| Grantor | Patents | Patent No. | Application No. | Issue Date |
|-------------------|--|------------|-----------------|------------|
| D&M Holdings Inc. | Contents data transmission/reception system, contents data transmitter, contents data receiver and contents data transmission/reception method | 7,412,060 | 10/800,688 | 8/12/2008 |
| D&M Holdings Inc. | Projector apparatus | 7,070,284 | 10/802,360 | 7/4/2006 |
| D&M Holdings Inc. | Output selection device and output selection method for video signals | 7,289,160 | 10/953,101 | 10/30/2007 |
| D&M Holdings Inc. | Optical disc reproducing apparatus and reproducing method | 7,471,616 | 10/951,622 | 12/30/2008 |
| D&M Holdings Inc. | Optical disc reproducing apparatus | 7,489,599 | 11/072,453 | 2/10/2009 |
| D&M Holdings Inc. | Audio signal output device | { } | 11/658,183 | { } |

| Grantor | Trademarks/Trade names | Reg. No. | Application No. | Filing Date | Issue Date |
|--------------------------------|---|-----------|-----------------|-------------|------------|
| D&M Holdings Inc. | MARANTZ | 762,235 | 72/164,256 | 3/8/1963 | 12/31/1963 |
| D&M Holdings Inc. | DENON | 1,035,966 | 72/466,583 | 8/27/1973 | 3/16/1976 |
| D&M Holdings Inc. | DENON | 1,048,902 | 73/057,454 | 7/11/1975 | 9/28/1976 |
| D&M Holdings Inc. | DENON | 1,521,593 | 73/682,015 | 9/1/1987 | 1/24/1989 |
| D&M Holdings Inc. | MARANTZ | 1,538,024 | 73/748,388 | 8/24/1988 | 5/9/1989 |
| D&M Holdings Inc. | MARANTZ | 1,857,222 | 74/801,675 | 1/31/1991 | 10/4/1994 |
| D&M Holdings Inc. | MARANTZ | 1,936,183 | 74/802,394 | 1/31/1991 | 11/14/1998 |
| D&M Holdings Inc. | DENON | 2,176,147 | 75/198,232 | 11/7/1996 | 7/28/1998 |
| D&M Holdings Inc. | SAUL | 2,465,002 | 75/724,164 | 6/8/1999 | 7/3/2001 |
| D&M Holdings Inc. DENON,Ltd | DENON | 2,859,352 | 76/374,225 | 2/22/2002 | 7/6/2004 |
| D&M Holdings Inc. | [Figure] DENON DJ Mark | 2,851,763 | 76/492,938 | 2/25/2003 | 6/8/2004 |
| D&M Holdings Inc. | D&M | 3,075,073 | 76/494,868 | 3/5/2003 | 4/4/2006 |
| D&M Holdings Inc. | [Figure] DENON LINK Mark | 2,908,018 | 76/561,713 | 11/25/2003 | 12/7/2004 |
| D&M Holdings Inc. | D&M | 3,102,669 | 76/603,811 | 7/26/2004 | 6/13/2006 |
| D&M Holdings Inc. | HDAM | 3,507,218 | 77/247,002 | 8/3/2007 | 9/30/2008 |
| D&M Holdings Inc. | X-SPACE | [] | 77/249,865 | 8/8/2007 | [] |
| D&M Holdings Inc. | iSpector | [] | 77/354,252 | 12/18/2007 | [] |
| D&M Holdings Inc. | PowerSpector | [] | 77/381,227 | 1/25/2008 | [] |
| Allen & Heath Limited | ALLEN & HEATH | 2,248,582 | 75/260,643 | 3/20/1970 | 6/1/1999 |
| Allen & Heath Limited | XONE | 3,362,758 | 79/039,089 | 1/31/2007 | 1/1/2008 |
| Calrec Audio Limited | BLUEFIN | 3,484,955 | 78/828,310 | 3/3/2006 | 8/12/2008 |
| Calrec Audio Limited | CALREC | 3,442,633 | 78/828,302 | 3/3/2006 | 6/3/2008 |
| Calrec Audio Limited | CALREC (Logo) | 3,442,632 | 78/828,295 | 3/3/2006 | 6/3/2008 |
| Calrec Audio Limited | BLUEFIN HIGH DENSITY SIGNAL PROCESSING (Logo) | 3,485,011 | 78/928,975 | 7/13/2006 | 8/12/2008 |
| Calrec Audio Limited | HD signal processing (Logo) | 3,352,283 | 78/928,919 | 7/13/2006 | 12/11/2007 |
| Calrec Audio Limited | CALREC (New Logo) | 3,580,963 | 77/000,428 | 9/15/2006 | 2/24/2009 |