

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avid Technology, Inc.		07/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Numark Industries, L.P.
Street Address:	200 Scenic View Drive
Internal Address:	Suite 201
City:	Cumberland
State/Country:	RHODE ISLAND
Postal Code:	02864
Entity Type:	LIMITED PARTNERSHIP: FLORIDA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3262793	AXIOM
Registration Number:	3383347	CONECTIV
Registration Number:	3768366	HYPERCONTROL
Registration Number:	2984756	LUNA
Registration Number:	2839581	M-AUDIO
Registration Number:	3047826	M-AUDIO
Registration Number:	3356041	MICROTRACK
Registration Number:	3336950	MIXLAB
Registration Number:	2969628	NOVA
Registration Number:	3512196	PROKEYS
Registration Number:	3025563	PROSESSIONS
Registration Number:	3281162	SESSION
Registration Number:	3047691	SOLARIS

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Registration Number:	3291910	SPUTNIK
Registration Number:	3316272	STUDIOPHILE
Registration Number:	3446083	STUDIOPHILE
Registration Number:	3374387	SYNCHROSCIENCE
Registration Number:	3374386	TORQ
Registration Number:	3495994	TRIGGER FINGER
Registration Number:	3905822	VENOM
Registration Number:	3482480	XPONENT
Registration Number:	3249425	X-SESSION
Registration Number:	3702796	BOOM
Registration Number:	3552100	STRIKE
Registration Number:	3445932	STRUCTURE
Registration Number:	3606996	TRANSFUSER
Registration Number:	3374341	VELVET

CORRESPONDENCE DATA

Fax Number: 4014550701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 401-455-0700
Email: trademarks@duffysweeney.com
Correspondent Name: Michael F. Sweeney
Address Line 1: One Financial Plaza
Address Line 2: Suite 1800
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	NUMARK - PROJECT MUIR
NAME OF SUBMITTER:	/Michael F. Sweeney/
Signature:	/Michael F. Sweeney/
Date:	07/13/2012

Total Attachments: 5
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ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "*Agreement*") dated as of July 2, 2012, from **Avid Technology, Inc.**, a Delaware corporation ("*Assignor*") to **Numark Industries, L.P.**, a Florida limited partnership ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;


NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.

And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

ASSIGNEE:

NUMARK INDUSTRIES, L.P.

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

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this ___ day of July, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Numark Industries, L.P., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President of Numark Industries, L.P.


Notary Public: SANDRA A. JOHNSON
My Commission Expires: 2/27/14

[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

ASSIGNOR

AVID TECHNOLOGY, INC.

By: *Glover Lawrence*
Name: *Glover H. Lawrence*
Title: *Vice President*

STATE OF *Massachusetts*
COUNTY OF *Middlesex*

On this *2nd* day of July, 2012, before me, the undersigned notary public, personally appeared *Glover Lawrence, Vice President* of Avid Technology, Inc., proved to me through satisfactory evidence of identification, which was *drivers License* to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as *Vice President* of Avid Technology, Inc.

Kristin Cunningham
Notary Public:
My Commission Expires:



[Trademark Assignment Signature Page – Assignor]

EXHIBIT A**Registrations/Applications**

TRADEMARK	COUNTRY	REGISTRATION OR APPLICATION NUMBER	REGISTRATION DATE
AXIOM	United States of America	3262793	10-Jul-07
CONNECTIV	United States of America	3383347	12-Feb-08
HYPERCONTROL	United States of America	3768366	30-Mar-10
LUNA	United States of America	2984756	16-Aug-05
M-AUDIO	Argentina	1.831.514	29-May-01
M-AUDIO	Australia	1200480	24-Sep-07
M-AUDIO	Canada	TMA732778	20-Jan-09
M-AUDIO	China	App. 8439653,	pending
M-AUDIO	China	App. 8439652	pending
M-AUDIO	CTM	Reg. 5607627,	28-Jan-08
M-AUDIO	India	1613589	31-Mar-10
M-AUDIO	Japan	5198610	23-Jan-09
M-AUDIO	New Zealand	782123	3-Jul-08
M-AUDIO	Paraguay	707564	Assignment to Assignor pending
M-AUDIO	Singapore	T07/24283G	22-Apr-08
M-AUDIO	Singapore	T07/24284E	29-Dec-07
M-AUDIO	Switzerland	566112	28-Dec-07
M-AUDIO	Turkey	2005 58891	30-Dec-05
M-AUDIO	United States of America	2839581	11-May-04
M-AUDIO	United States of America	3047826	24-Jan-06
M-Audio (stylized)	France	03 3207401	31-Jan-03
MICROTRACK	CTM	6516471	3-Nov-08
MICROTRACK	United States of America	3356041	18-Dec-07
MIXLAB	United States of America	3336950	13-Nov-07
NOVA	United States of America	2969628	19-Jul-05
PROKEYS	United States of America	3512196	7-Oct-08
PROSESSIONS	CTM	6296198	10-Jul-08
PROSESSIONS	United States of America	3025563	13-Dec-05

TRADEMARK	COUNTRY	REGISTRATION OR APPLICATION NUMBER	REGISTRATION DATE
SESSION	Japan	5147379	4-Jul-08
SESSION	United States of America	3281162	14-Aug-07
SOLARIS	United States of America	3047691	24-Jan-06
SPUTNIK	United States of America	3291910	11-Sep-07
STUDIOPHILE	CTM	6050058	4-Jun-08
STUDIOPHILE	United States of America	3316272	23-Oct-07
STUDIOPHILE	United States of America	3446083	10-Jun-08
SYNCHROSCIENCE	CTM	5649462	10-Mar-08
SYNCHROSCIENCE	Japan	5057586	29-Jun-07
SYNCHROSCIENCE	United States of America	3374387	22-Jan-08
TORQ	CTM	5649521	29-Apr-08
TORQ	United States of America	3374386	22-Jan-08
TRIGGER FINGER	United States of America	3495994	2-Sep-08
VENOM	United States of America	3905822	11-Jan-11
XPONENT	United States of America	3482480	5-Aug-08
X-SESSION	United States of America	3249425	5-Jun-07
BOOM	United States of America	3702796	27-Oct-09
STRIKE	United States of America	3552100	23-Dec-08
STRUCTURE	United States of America	3445932	10-Jun-08
TRANSFUSER	CTM	6973606	9-Jun-08
TRANSFUSER	United States of America	3606996	14-Apr-09
VELVET	United States of America	3374341	22-Jan-08