

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823443

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INMUSIC MMI ACQUISITION LLC		06/09/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	1 Financial Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	4258793	ANIMOOG	
Registration Number:	6503208	CLARAVOX	
Registration Number:	5497143	DFAM	
Registration Number:	5497144	DRUMMER FROM ANOTHER MOTHER	
Registration Number:	3178139	ELECTRIC BLUE	
Registration Number:	2073866	ETHERWAVE	
Registration Number:	3441673	FREQBOX	
Registration Number:	5613687	GRANDMOTHER	
Registration Number:	5613686	GRANDMOTHER	
Registration Number:	3163974	LITTLE PHATTY	
Registration Number:	4421367	LITTLE PHATTY	
Registration Number:	6240405	MATRIARCH	
Registration Number:	6904631	MAVIS	
Registration Number:	4524948	MINIFOOGER	
Registration Number:	5638369	MINIMOOG	
Registration Number:	2487737	MINIMOOG	
Registration Number:	4548200	MINIMOOG	
Registration Number:	4740457	MINIMOOG MODEL D	
Registration Number:	5195982	MINIMOOG MODEL D	

OP \$1165.00 4258793

Property Type	Number	Word Mark
Registration Number:	4273100	MINITAURO
Registration Number:	5638368	MODEL D
Registration Number:	5693311	MODEL D
Registration Number:	3875522	MOOG
Registration Number:	3465771	MOOG
Registration Number:	4694676	MOOG
Registration Number:	4694687	MOOG
Registration Number:	5975285	O
Registration Number:	5686961	MOOG ONE
Registration Number:	5089514	MOOG SOUND LAB
Registration Number:	2339224	MOOGERFOOGER
Registration Number:	2379940	MOOGERFOOGER
Registration Number:	3714113	MOOGFEST
Registration Number:	5012971	MOTHER-32
Registration Number:	3043710	MURF
Registration Number:	2786117	O
Serial Number:	88673870	ROGUE
Serial Number:	88659991	SONIC SIX
Registration Number:	6267284	SPECTRAVOX
Registration Number:	4906306	SUB 37
Registration Number:	4522991	SUB PHATTY
Registration Number:	6267257	SUBHARMONICON
Registration Number:	5388415	SUBSEQUENT
Registration Number:	3781545	TAURUS
Registration Number:	4146683	THE MOOG STORE
Registration Number:	4664764	THEREMINI
Registration Number:	2752305	VOYAGER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2062648 TM

NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	07/11/2023
Total Attachments: 20 source=Trademark Scan - 2023-07-11 10.03.48#page2.tif source=Trademark Scan - 2023-07-11 10.03.48#page3.tif source=Trademark Scan - 2023-07-11 10.03.48#page4.tif source=Trademark Scan - 2023-07-11 10.03.48#page5.tif source=Trademark Scan - 2023-07-11 10.03.48#page6.tif source=Trademark Scan - 2023-07-11 10.03.48#page7.tif source=Trademark Scan - 2023-07-11 10.03.48#page8.tif source=Trademark Scan - 2023-07-11 10.03.48#page9.tif source=Trademark Scan - 2023-07-11 10.03.48#page10.tif source=Trademark Scan - 2023-07-11 10.03.48#page11.tif source=Trademark Scan - 2023-07-11 10.03.48#page12.tif source=Trademark Scan - 2023-07-11 10.03.48#page13.tif source=Trademark Scan - 2023-07-11 10.03.48#page14.tif source=Trademark Scan - 2023-07-11 10.03.48#page15.tif source=Trademark Scan - 2023-07-11 10.03.48#page16.tif source=Trademark Scan - 2023-07-11 10.03.48#page17.tif source=Trademark Scan - 2023-07-11 10.03.48#page18.tif source=Trademark Scan - 2023-07-11 10.03.48#page19.tif source=Trademark Scan - 2023-07-11 10.03.48#page20.tif source=Trademark Scan - 2023-07-11 10.03.48#page21.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of June 9, 2023 by and between INMUSIC MMI ACQUISITION LLC, a Florida limited liability company with its principal place of business at 200 Scenic View Drive, Cumberland, Rhode Island 02864 ("MMI Acquisition"), and BANK OF AMERICA, N.A., a national banking association with an office at 1 Financial Plaza, Providence, Rhode Island 02903 (the "Bank").

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the "Loans") to each of MMI Acquisition, inMusic Brands, Inc. ("inMusic Brands"), Numark International, Inc. ("International"), inMusic, LLC ("inMusic"), and Ion Audio, LLC ("Ion") (MMI Acquisition, inMusic Brands, International, inMusic and Ion, individually a "Borrower" and collectively the "Borrowers"), pursuant to that certain Amended and Restated Loan Agreement dated as of December 31, 2020, as amended, modified, extended, restated, replaced, or supplemented from time to time (the "Loan Agreement"), including, without limitation, by that certain Third Amendment to Amended and Restated Loan Agreement dated as of even date herewith by and among Borrowers and Bank. 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 MMI Music 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, MMI Acquisition 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 MMI Acquisition's Indebtedness (as defined below), MMI Acquisition 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, including, without limitation, all Obligations (as defined in the Loan Agreement) (hereinafter, the "Indebtedness"), MMI Acquisition 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 MMI Acquisition 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 MMI Acquisition 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. MMI Acquisition 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. MMI Acquisition 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 MMI Acquisition, 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, MMI Acquisition will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by MMI Acquisition 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) MMI Acquisition 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 MMI Acquisition in or to any Trademark, Patent, Copyright or Mask Work specified in this IP Agreement;

(f) MMI Acquisition 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 MMI Acquisition determines that reasonable business practices suggest that abandonment is appropriate;

(g) MMI Acquisition 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 MMI Acquisition 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 MMI Acquisition of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by MMI Acquisition 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 MMI Acquisition with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) MMI Acquisition 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. MMI Acquisition 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 MMI Acquisition'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 MMI Acquisition obtaining actual knowledge thereof, MMI Acquisition will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of MMI Acquisition to dispose of any material Intellectual Property Collateral or 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 MMI Acquisition's sole expense, any actions that MMI Acquisition is required under this IP Agreement to take but which MMI Acquisition fails to take, after ten (10) days' notice to MMI Acquisition. MMI Acquisition 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. MMI Acquisition hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to MMI Acquisition, any of MMI Acquisition'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 MMI Acquisition 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 MMI Acquisition's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, MMI Acquisition 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) MMI Acquisition hereby irrevocably appoints Bank as its attorney-in-fact, with full authority in the place and stead of MMI Acquisition and in the name of MMI Acquisition, Bank or otherwise, from time to time in Bank's discretion, upon MMI Acquisition'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 MMI Acquisition'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 MMI Acquisition 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 MMI Acquisition 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 MMI Acquisition 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) MMI Acquisition breaches any warranty or agreement made by MMI Acquisition 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 MMI Acquisitions 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. MMI Acquisition 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. MMI Acquisition 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 MMI Acquisitions, 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 MMI Acquisition shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to MMI Acquisition all deeds, assignments and other instruments as may be necessary or proper to reinvest in MMI Acquisition 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. MMI ACQUISITION 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 MMI ACQUISITION BY MAIL AT THE ADDRESS SET FORTH IN THIS IP AGREEMENT. MMI

ACQUISITION 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. MMI ACQUISITIONS 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, MMI ACQUISITIONS 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. MMI ACQUISITION 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 MMI Acquisition; (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.

[Signatures on following pages]

EXHIBIT A
COPYRIGHTS

N/A

EXHIBIT B

PATENTS

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
inMusic MMI Acquisition, LLC	Voltage Controlled Oscillator with Variable Core	United States of America	10,229,664	1/23/2014

EXHIBIT C
TRADEMARKS

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Country</u>	<u>Application Date</u>	<u>Registration Date</u>
inMusic MMI Acquisition, LLC	ANIMOOG	10736718	EU	Mar. 19, 2012	Aug. 15, 2012
inMusic MMI Acquisition, LLC	ANIMOOG	UK00910736718	UK	Mar. 19, 2012	Aug. 15, 2012
inMusic MMI Acquisition, LLC	ANIMOOG	4258793	US	Sep. 19, 2011	Dec. 11, 2012
inMusic MMI Acquisition, LLC	CLARAVOX	6503208	US	Mar. 03, 2020	Sep. 28, 2021
inMusic MMI Acquisition, LLC	CLARAVOX	18227841	EU	Apr. 20, 2020	Aug. 19, 2020
inMusic MMI Acquisition, LLC	CLARAVOX	UK00918227841	UK	Apr. 20, 2020	Aug. 19, 2020
inMusic MMI Acquisition, LLC	DFAM	5497143	US	Nov. 10, 2017	Jun. 19, 2018
inMusic MMI Acquisition, LLC	DFAM	17507468	EU	Nov. 21, 2017	Sep. 20, 2018
inMusic MMI Acquisition, LLC	DFAM	UK00917507468	UK	Nov. 21, 2017	Sep. 20, 2018
inMusic MMI Acquisition, LLC	DRUMMER FROM ANOTHER MOTHER	5497144	US	Nov. 10, 2017	Jun. 19, 2018
inMusic MMI Acquisition, LLC	DRUMMER FROM ANOTHER MOTHER	17507526	EU	Nov. 21, 2017	Sep. 20, 2018
inMusic MMI Acquisition, LLC	DRUMMER FROM ANOTHER MOTHER	UK00917507526	UK	Nov. 21, 2017	Sep. 20, 2018
inMusic MMI Acquisition, LLC	ELECTRIC BLUE	3178139	US	Jan. 19, 2005	Nov. 28, 2006
inMusic MMI Acquisition, LLC	ETHERWAVE	2073866	US	Jul. 16, 1996	Jun. 24, 1997
inMusic MMI Acquisition, LLC	ETHERWAVE	1585143	UK, CHINA, EU	Feb. 19, 2021	Feb. 19, 2021

inMusic MMI Acquisition, LLC	FREQBOX	3441673	US	Feb. 02, 2007	Jun. 03, 2008
inMusic MMI Acquisition, LLC	GRANDMOTHER	17906227	EU	May 24, 2018	Oct. 03, 2018
inMusic MMI Acquisition, LLC	GRANDMOTHER	UK00917906227	UK	May 24, 2018	Oct. 03, 2018
inMusic MMI Acquisition, LLC	GRANDMOTHER	5613687	US	Feb. 16, 2018	Nov. 20, 2018
inMusic MMI Acquisition, LLC	GRANDMOTHER	5613686	US	Feb. 16, 2018	Nov. 20, 2018
inMusic MMI Acquisition, LLC	LABYRINTH		US	Jan. 20, 2023	
inMusic MMI Acquisition, LLC	LITTLE PHATTY	3163974	US	Apr. 01, 2005	Oct. 24, 2006
inMusic MMI Acquisition, LLC	LITTLE PHATTY	4421367	US	Mar. 06, 2013	Oct. 22, 2013
inMusic MMI Acquisition, LLC	MATRIARCH	6240405	US	Feb. 18, 2019	Jan. 05, 2021
inMusic MMI Acquisition, LLC	MATRIARCH	018026727	EU	Feb. 25, 2019	Jul. 07, 2019
inMusic MMI Acquisition, LLC	MATRIARCH	UK00918026727	UK	Feb. 25, 2019	Jul. 07, 2019
inMusic MMI Acquisition, LLC	MAVIS	6904631	US	Sep. 03, 2021	Nov. 22, 2022
inMusic MMI Acquisition, LLC	MAVIS	1654680	UK, EU, CHINA	Jul. 12, 2022	Mar. 4, 2022
inMusic MMI Acquisition, LLC	MEMORYMOOG	UK00916079329	UK	Nov. 24, 2016	Mar. 29, 2017
inMusic MMI Acquisition, LLC	MEMORYMOOG (WORD MARK)	16079329	EU	Nov. 24, 2016	Mar. 29, 2017
inMusic MMI Acquisition, LLC	MINIFOOGER	12075651	EU	Aug. 20, 2013	Dec. 04, 2013
inMusic MMI Acquisition, LLC	MINIFOOGER	UK00912075651	UK	Aug. 20, 2013	Dec. 04, 2013
inMusic MMI Acquisition, LLC	MINIFOOGER	4524948	US	Aug. 19, 2013	May 06, 2014

inMusic MMI Acquisition, LLC	MINIMOOG		CANADA	Jun. 3, 2022	
inMusic MMI Acquisition, LLC	MINIMOOG	5638369	US	May 02, 2016	Nov. 29, 2016
inMusic MMI Acquisition, LLC	MINIMOOG	840404816	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MINIMOOG	840404832	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MINIMOOG	3190964	EU	May 16, 2003	Oct. 26, 2004
inMusic MMI Acquisition, LLC	MINIMOOG	UK00903190964	UK	May 16, 2003	Oct. 26, 2004
inMusic MMI Acquisition, LLC	MINIMOOG	8991751	CHINA	Dec. 27, 2010	Jan. 07, 2012
inMusic MMI Acquisition, LLC	MINIMOOG	4695287	JAPAN	Jun. 27, 2013	Jul. 25, 2003
inMusic MMI Acquisition, LLC	MINIMOOG	5543559	JAPAN	Jul. 03, 2012	Dec. 14, 2012
inMusic MMI Acquisition, LLC	MINIMOOG	2487737	US	Jan. 11, 1996	Sep. 11, 2001
inMusic MMI Acquisition, LLC	MINIMOOG	1287060	AU, INDIA, CHINA, RU	Jan. 13, 2016	Jan. 13, 2016
inMusic MMI Acquisition, LLC	MINIMOOG	1595674	MX	Mar. 29, 2021	Jun. 22, 2022
inMusic MMI Acquisition, LLC	MINIMOOG	4548200	US	Jun. 04, 2012	Jun. 10, 2014
inMusic MMI Acquisition, LLC	MINIMOOG MODEL D	13247788	EU	Sep. 12, 2014	Jan. 09, 2015
inMusic MMI Acquisition, LLC	MINIMOOG MODEL D	UK00913247788	UK	Sep. 12, 2014	Jan. 09, 2015
inMusic MMI Acquisition, LLC	MINIMOOG MODEL D	5801457	JAPAN	Sep. 16, 2014	Oct. 10, 2015
inMusic MMI Acquisition, LLC	MINIMOOG MODEL D	4740457	US	Mar. 14, 2014	May 19, 2015
inMusic MMI Acquisition, LLC	MINIMOOG MODEL D	5195982	US	Sep. 12, 2014	May 02, 2017

inMusic MMI Acquisition, LLC	MINIMOOG WORDMARK BADGE	2193276	CANADA	Jun. 21, 2022	
inMusic MMI Acquisition, LLC	MINITAU	11164449	EU	Sep. 05, 2012	Mar. 01, 2013
inMusic MMI Acquisition, LLC	MINITAU	UK00911164449	UK	Sep. 05, 2012	Mar. 01, 2013
inMusic MMI Acquisition, LLC	MINITAU	4273100	US	Sep. 29, 2011	Jan. 08, 2013
inMusic MMI Acquisition, LLC	MODEL D	TMA1093298	CANADA	Aug. 13, 2018	Feb. 08, 2021
inMusic MMI Acquisition, LLC	MODEL D	5638368	US	May 02, 2016	Dec. 25, 2018
inMusic MMI Acquisition, LLC	MODEL D	5693311	US	Feb. 13, 2018	Mar. 05, 2019
inMusic MMI Acquisition, LLC	MODEL D	1427267	INDIA, KOREA, UK, AU	Aug. 13, 2018	Aug. 13, 2018
inMusic MMI Acquisition, LLC	MOOG	840404735	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG	840404743	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG	3190972	EU	May 16, 2003	Jul. 21, 2005
inMusic MMI Acquisition, LLC	MOOG	UK00903190972	UK	May 16, 2003	Jul. 21, 2005
inMusic MMI Acquisition, LLC	MOOG	5400433	CHINA		Jul. 28, 2009
inMusic MMI Acquisition, LLC	MOOG	1287632	AU, IN, RU	Jan. 13, 2016	Feb. 24, 2018
inMusic MMI Acquisition, LLC	MOOG	0000792298	ITALY	Jan. 31, 1997	Oct. 25, 1999
inMusic MMI Acquisition, LLC	MOOG	4359584	JAPAN	Feb. 28, 1997	Feb. 04, 2000
inMusic MMI Acquisition, LLC	MOOG	4010849410000	KOREA	Oct. 06, 2013	Feb. 02, 2015
inMusic MMI Acquisition, LLC	MOOG	3873522	US	Aug. 21, 2009	Nov. 16, 2010

inMusic MMI Acquisition, LLC	MOOG	1594767	MX	Mar. 29, 2021	Mar. 29, 2021
inMusic MMI Acquisition, LLC	MOOG	3465771	US	Jun. 07, 2007	Jul. 15, 2008
inMusic MMI Acquisition, LLC	MOOG (stylized)		CANADA	Jun. 03, 2022	
inMusic MMI Acquisition, LLC	MOOG (stylized)	1290879	AU, CN, IN, RU	Jan. 13, 2016	Jan. 15, 2016
inMusic MMI Acquisition, LLC	MOOG (stylized)	11164498	EU	Sep. 05, 2012	Mar. 06, 2013
inMusic MMI Acquisition, LLC	MOOG (stylized)	UK00911164498	UK	Sep. 05, 2012	Mar. 06, 2013
inMusic MMI Acquisition, LLC	MOOG (stylized)	4723035	JAPAN	Mar. 19, 2003	Oct. 31, 2003
inMusic MMI Acquisition, LLC	MOOG (stylized)	4694676	US	Apr. 03, 2014	Mar. 03, 2015
inMusic MMI Acquisition, LLC	MOOG (stylized)	1619040	MX	Mar. 29, 2021	Mar. 29, 2021
inMusic MMI Acquisition, LLC	MOOG (stylized)	4694687	US	Apr. 07, 2014	Mar. 03, 2015
inMusic MMI Acquisition, LLC	MOOG (word & device)	840404883	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG (word & device)	840404751	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG (word & device)	840404760	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG AUDIO		CANADA	Sep. 21, 2017	
inMusic MMI Acquisition, LLC	MOOG ICON	5975285	US	Mar. 05, 2019	Feb. 04, 2020
inMusic MMI Acquisition, LLC	MOOG ICON	840404859	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG ICON	840404867	BRAZIL	Jan. 29, 2013	Nov. 24, 2015
inMusic MMI Acquisition, LLC	MOOG ICON	840404883	BRAZIL	Jan. 29, 2013	Nov. 24, 2015

inMusic MMI Acquisition, LLC	MOOG ICON	1010270	CANADA	Aug. 07, 2015	Dec. 03, 2018
inMusic MMI Acquisition, LLC	MOOG MIRROR	1723265	US, EU, UK	Sep. 09, 2022	Mar. 03, 2023
inMusic MMI Acquisition, LLC	MOOG MUSIC	1664213	US, AU, ISRAEL, MX, NZ, NORWAY, SWITZ, TURKEY, IN	Apr. 12, 2022	Apr. 21, 2022
inMusic MMI Acquisition, LLC	MOOG MUSIC	1664213	INDIA	Apr. 12, 2022	
inMusic MMI Acquisition, LLC	MOOG MUSIC	8991750	CHINA	Dec. 27, 2010	Jan. 07, 2012
inMusic MMI Acquisition, LLC	MOOG ONE	17090234	EU	Aug. 11, 2017	Dec. 04, 2017
inMusic MMI Acquisition, LLC	MOOG ONE	UK00917090234	UK	Aug. 11, 2017	Dec. 04, 2017
inMusic MMI Acquisition, LLC	MOOG ONE	5686961	US	Aug. 01, 2017	Feb. 26, 2019
inMusic MMI Acquisition, LLC	MOOG ONE MAIN LCD LOGO		EU	Jan. 30, 2020	
inMusic MMI Acquisition, LLC	MOOG ONE OSC SECTION LOGO		EU	Jan. 30, 2020	
inMusic MMI Acquisition, LLC	MOOG SOUND LAB	5089514	US	Dec. 18, 2015	Nov. 29, 2016
inMusic MMI Acquisition, LLC	MOOGERFOOGER	012065561	EU	Aug. 14, 2013	Dec. 04, 2013
inMusic MMI Acquisition, LLC	MOOGERFOOGER	UK00912065561	UK	Aug. 14, 2013	Dec. 04, 2013
inMusic MMI Acquisition, LLC	MOOGERFOOGER	5317993	JAPAN	Sep. 25, 2009	Apr. 23, 2010
inMusic MMI Acquisition, LLC	MOOGERFOOGER	2339224	US	May 22, 1998	Apr. 04, 2000
inMusic MMI Acquisition, LLC	MOOGERFOOGER	2379940	US	May 22, 1998	Aug. 22, 2000
inMusic MMI Acquisition, LLC	MOOGFEST	011164613	EU	Sep. 05, 2012	Jan. 08, 2013

inMusic MMI Acquisition, LLC	MOOGFEST	UK00911164613	UK	Sep. 05, 2012	Jan. 08, 2013
inMusic MMI Acquisition, LLC	MOOGFEST	3714113	US	Oct. 08, 2008	Nov. 24, 2009
inMusic MMI Acquisition, LLC	MOTHER-32	014641575	EU	Oct. 02, 2015	Feb. 04, 2016
inMusic MMI Acquisition, LLC	MOTHER-32	UK00914641575	UK	Oct. 02, 2015	Feb. 04, 2016
inMusic MMI Acquisition, LLC	MOTHER-32	5012971	US	Jan. 13, 2016	Aug. 02, 2016
inMusic MMI Acquisition, LLC	MULTIPLY	016485591	EU	Mar. 21, 2017	Jul. 18, 2017
inMusic MMI Acquisition, LLC	MULTIPLY	UK00916485591	UK	Mar. 21, 2017	Jul. 18, 2017
inMusic MMI Acquisition, LLC	MURF	3043710	US	Jun. 16, 2004	Jan. 17, 2006
inMusic MMI Acquisition, LLC	MUSIC NOTE ICON/LOGO	011164555	EU	Sep. 05, 2012	Mar. 01, 2013
inMusic MMI Acquisition, LLC	MUSIC NOTE ICON/LOGO	UK00911164555	UK	Sep. 05, 2012	Mar. 01, 2013
inMusic MMI Acquisition, LLC	MUSIC NOTE ICON/LOGO	2786117	US	Dec. 31, 2002	Nov. 25, 2003
inMusic MMI Acquisition, LLC	POLYMOOG (wordmark)	016079352	EU	Nov. 24, 2016	Mar. 31, 2017
inMusic MMI Acquisition, LLC	POLYMOOG (wordmark)	UK00916079352	UK	Nov. 24, 2016	Mar. 31, 2017
inMusic MMI Acquisition, LLC	ROGUE	88673870	US	Oct. 30, 2019	
inMusic MMI Acquisition, LLC	SONIC SIX	88659991	US	Oct. 18, 2019	
inMusic MMI Acquisition, LLC	SPECTRAVOX	6267284	US	Mar. 11, 2019	Feb. 9, 2021
inMusic MMI Acquisition, LLC	SUB 37	012539953	EU	Jan. 28, 2014	May 28, 2014
inMusic MMI Acquisition, LLC	SUB 37	UK00912539953	UK	Jan. 28, 2014	May 28, 2014

inMusic MMI Acquisition, LLC	SUB 37	4906306	US	Jan. 06, 2014	Feb. 23, 2016
inMusic MMI Acquisition, LLC	SUB PHATTY	011980737	EU	Jul. 12, 2003	Nov. 13, 2019
inMusic MMI Acquisition, LLC	SUB PHATTY	UK00911980737	UK	Jul. 12, 2003	Nov. 13, 2019
inMusic MMI Acquisition, LLC	SUB PHATTY	4522991	US	Jan. 22, 2013	Apr. 29, 2014
inMusic MMI Acquisition, LLC	SUBHARMONICON	6267257	US	Feb. 06, 2019	Feb. 9, 2021
inMusic MMI Acquisition, LLC	SUBHARMONICON	UK00918104179	UK	Aug. 05, 2019	Dec. 14, 2019
inMusic MMI Acquisition, LLC	SUBHARMONICON	18104179	EU	Aug. 05, 2019	Dec. 14, 2019
inMusic MMI Acquisition, LLC	SUBSEQUENT	5388415	US	Apr. 12, 2017	Jan. 23, 2018
inMusic MMI Acquisition, LLC	SUBSEQUENT	16745754	EU	May 18, 2017	Nov. 15, 2017
inMusic MMI Acquisition, LLC	SUBSEQUENT 37	UK00916745754	UK	May 18, 2017	Nov. 15, 2017
inMusic MMI Acquisition, LLC	TAURUS	3781545	US	May 18, 2007	Apr. 27, 2010
inMusic MMI Acquisition, LLC	THE MOOG STORE	4146683	US	Oct. 11, 2011	May 22, 2012
inMusic MMI Acquisition, LLC	THEREMINI	12478053	EU	Jan. 06, 2014	May 15, 2014
inMusic MMI Acquisition, LLC	THEREMINI	UK00912478053	UK	Jan. 06, 2014	May 15, 2014
inMusic MMI Acquisition, LLC	THEREMINI	4664764	US	Jan. 03, 2014	Dec. 30, 2014
inMusic MMI Acquisition, LLC	VOYAGER	2752305	US	Jun. 07, 2002	Aug. 19, 2003

EXHIBIT D
MASK WORKS

N/A