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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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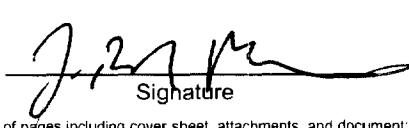
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DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record this document or copy thereof.

<b>1. Name of conveying party(ies):</b> CERWIN-VEGA, INC.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: Byron Z. Moldo, Assignee for the benefit of creditors of Cerwin-Vega, Inc. Internal Address: 16th Fl. Street Address: 1925 Century Park East City: Los Angeles State: CA Zip: 90067  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Assignee _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 8/22/02			
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 2,240,045; 1,915,796; 1,600,526; 1,228,286; Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: J. Brock McClane Internal Address: _____ Street Address: 215 E. Livingston St. City: Orlando State: FL Zip: 32801		<b>6. Total number of applications and registrations involved:</b> 6  <b>7. Total fee (37 CFR 3.41):</b> \$ 165.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> _____	

DO NOT USE THIS SPACE

**9. Signature.**  
  
J. Brock McClane            February 19, 2003  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 6

03/12/2003 TDI AZ1 00000006 2240045

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8521 40.00 OP  
02 FC:8522 125.00 OP  
03 FC:8524 120.00 OP

TRADEMARK  
REEL: 002617 FRAME: 0041

# RECORDATION FORM CONTINUATION SHEET

**Continuation of 4B**

**1,072,135; 1,060,670**

GENERAL ASSIGNMENT

THIS ASSIGNMENT made this 22<sup>nd</sup> day of August, 2002, by CERWIN-VEGA, INC., a California corporation, having its principal place of business at 555 East Easy Street, Simi Valley, California 93065 (hereinafter referred to as "Assignor"), to BYRON Z. MOLDO (hereinafter referred to as "Assignee").

WITNESSETH: That whereas Assignor is indebted to various persons and is desirous of providing for the payment of same, so far as is in its power, by an assignment of all of its property for that purpose:

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following General Assignment for the benefit of Assignor's creditors to Byron Z. Moldo, as Assignee, under the following terms and conditions:

1. Assignor does hereby grant, bargain, sell, assign, and transfer to Assignee, his successors and assigns, in trust for the ultimate benefit of Assignor's creditors generally, all of the property and assets of the Assignor of every kind and nature and wheresoever situated (collectively, the "Assets"), whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein; included therein are all merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise or work in process, book accounts, books, accounts receivable, cash on hand, all causes of action (personal or otherwise), insurance policies, patents, trademarks, trade names, copyrights, trade secrets, intellectual property, any and all right, title, license, and/or interest of Assignor in advertising, including White and Yellow Page telephone listings, any and all right, title, license or other interest in Assignor's telephone, fax, or other numbers listed in any advertisement by which business is solicited, any and all rights and goodwill in the name "Cerwin-Vega, Inc.", Assignor's complete computer system, and all other property of every kind and nature owned by Assignor, and without limiting the generality of the foregoing, including all of the assets pertaining to that certain business known as Cerwin-Vega, Inc., located at 555 East Easy Street, Simi Valley, California 93065. Assignor shall use reasonable efforts to have the insurance policies endorsed over to the Assignee.

2. This Assignment constitutes a grant deed of all real property owned by the Assignor, whether or not said real property is specifically described herein. Certain of said real property is more specifically described in Exhibit "A", attached hereto, and made a part hereof by reference, as though set forth in full herein. (Exhibit "A" attached: Yes ☐ / No ☒)

3. Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including mortgages, deeds of trust, motor vehicles, patent rights, trademarks,

trade names, copyrights, trade secrets and intellectual property. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically among all others, claims for refund of taxes paid) or claims wherever necessary in the name of Assignor. Assignee is authorized to direct all Assignor's United States mail to be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do any thing or act which the Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purpose of this Assignment.

4. In the event that the Assignor is engaged in the sale of alcoholic beverages, this assignment does not include transfer of any alcoholic beverages, but the Assignor hereby appoints the Assignee as his agent for the sole purpose of filing an application for a permit for the sale of the alcoholic beverages in the said place of business and/or sale of said alcoholic beverage licenses (said Assignee being vested with absolute discretion in regard to thereto, and assuming no liability by reason thereof), and Assignor hereby assigns to Assignee all of the proceeds of such sale for the benefit of his creditors generally in accordance with the terms of this Assignment.

5. Assignor and Assignee agree to the following:

a. This instrument transfers legal title and possession to Assignee of all of the above-described assets and Assignee, in his own discretion, may direct whether to continue all, or part, of the business operations, or to liquidate said assets.

b. Assignee, at his discretion, may sell and dispose of said assets upon such terms and conditions as he may see fit, at public or private sale. Assignee shall not be personally liable in any manner, and Assignee's obligations shall be in a representative capacity only in his capacity as Assignee for the benefit of creditors. Assignee shall administer this estate to the best of his ability, but it is expressly understood that he, his agents and/or employees shall be liable only for the reasonable care and diligence in said administration, and he shall not be liable for any act or thing, or any omission to act, done by him, his agents or employees in good faith in connection therewith.

c. From the proceeds of the sale, collections, operations or other source, Assignee shall pay himself and retain as Assignee all of his charges and expenses, together with his own remuneration and fee, which remuneration and fee shall not exceed a sum equal to four (4%) of the amount of the proceeds received and handled by the Assignee from sales, collections, operations or other sources, plus a one-time set-up fee of \$15,000.00. Assignee may also pay from such proceeds reasonable remuneration to his agents, attorneys and accountants, and may pay a reasonable fee to Assignor's attorney. All of the aforementioned amounts are to be determined at Assignee's sole direction, determination and judgment, *except that expenses exceeding \$25,000 must be approved by G.E.C.*

d. Assignee may compromise claims, assume or reject Assignor's executory contracts, and discharge at his option any liens on said assets and indebtedness which under law are entitled to priority of payment. Assignee shall have the power to

borrow money, hypothecate and pledge the assets, and to do all matters and things that said Assignor could have done prior to this Assignment. Any act or thing done by the Assignee hereunder shall bind the assignment estate and the Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue and defend suits as the successor of the Assignor, and the Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of the Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions.

e. Assignor agrees (to the extent assignable by law) to make any and all claims for refund of taxes which may be due from the Internal Revenue Service or other taxing agencies for tax refunds, or otherwise, and to forthwith upon receipt of such refunds pay them over to the Assignee, and hereby empowers Assignee to make all claims for refunds which may be made by Assignor.

f. After paying all costs and expenses of administration and all fees and all allowed priority claims, Assignee shall distribute to all unsecured creditors, *pro rata*, any remaining net proceeds of this assignment estate. Said payments are to be made until all assets are exhausted, or these creditors are paid or settled, in full. Thereafter, the surplus of moneys and property, if any, shall be transferred or conveyed to the Assignor. If any undistributed dividends to creditors or any reserve funds shall remain unclaimed for a period of one year after issuance of a final dividend check by the Assignee, then the same shall become the property of this Assignee and used to supplement his fees for services rendered in administering this Assignment.

g. It is agreed and understood that this transaction is a common law assignment for the benefit of Assignor's creditors, and is not a statutory assignment. This Agreement shall be governed by the provisions of Sections 493.010, *et seq.*, of the *California Code of Civil Procedure*.

CERWIN-VEGA, INC.  
a California corporation,  
ASSIGNOR

By: \_\_\_\_\_

Its \_\_\_\_\_

ACCEPTED THIS 22<sup>nd</sup> day of August, 2002

\_\_\_\_\_  
BYRON Z. MOLDO

BYRON Z. MOLDO, ASSIGNEE

834.10]

UNANIMOUS WRITTEN CONSENT IN LIEU OF  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
CERWIN-VEGA, INC.,  
A California Corporation

The undersigned, being all of the members of the Board of Directors of CERWIN VEGA, INC., a California Corporation ("Company"), pursuant to the provisions of Article \_\_\_\_ of the Articles of Incorporation of the Company, in lieu of a special meeting of the Board of Directors, do hereby unanimously consent to the following:

WEHREAS, the undersigned are the Members of the Board of Directors of the Company and their respective percentage of ownership interests are as follows:

CONNIE CZERWINSKI	PRESIDENT	<u>.0002</u> %
STEPHEN CZERWINSKI,	VICE-PRESIDENT	<u>.0002</u> %
EUGENE CZERWINSKI	CHIEF EXECUTIVE OFFICER	<u>99.996</u> %


WHEREAS, the company is indebted to various persons and is desirous of providing for the payment of same, and

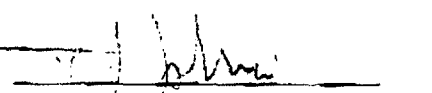
Upon motions duly made, seconded and unanimously carried, the following matter was resolved:

RESOLVED, that the Board of Directors of the Company be and are hereby authorized and empowered to make a General Assignment of all of the Company's assets, including 100% of its stock, to Byron Z. Moldo in accordance with the terms and conditions set forth in the General Assignment attached hereto and incorporated herein by his reference, and that said Assignment shall be effective as of August 22<sup>nd</sup>, 2002.

IN WITNESS WHEREOF, we have affixed our signatures to this Unanimous Written Consent effective as of August 22<sup>nd</sup>, 2002.

  
CONNIE CZERWINSKI  
PRESIDENT

  
STEPHEN CZERWINSKI  
VICE-PRESIDENT

  
EUGENE CZERWINSKI  
CHIEF EXECUTIVE OFFICER

21-2882 06:24 PM CERWIN-VEGA