Form PTO-1594 F	U.S. DEPARTMENT OF COMMERCE
(Rev. 10/02)	U.S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 6/30/2005) 1 U22  Tab settings ⇔ ⇔ ♥ ▼ ▼	.92104
	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
	Name: C.V. Acquisition Corp.
Byron Z. Moldo 11-18-32	Internal
	Address:
Individual(s) Association	Street Address: 3000 S.W. 42 Street
General Partnership Limited Partnership Corporation-State	City: Hollywood State: FL Zip: 33312
X Other Assignee for Benefit of Credite	
of Cerwin-Vega, Inc. (CA corp	The state of the s
Additional name(s) of conveying party(ies) attached? Yes No	
3. Nature of conveyance:	General Partnership
Assignment Merger	Limited Partnership
Security Agreement Change of Name	Corporation-State Florida
Other	Other
Execution Date: October 4, 2002	representative designation is attached: Yes No (Designations must be a separate document from assignment)
<del></del>	Additional name(s) & address( es) attached? Yes No
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) See Schedule A
	of attached Assignment of Trademarks
Additional number(s) at	「 <del>「</del>
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Kevin M. Levy, Esq.	
Internal Address: Furia Law Firm	7. Total fee (37 CFR 3.41)\$ 165.00
menal Address. Tag ta Haw I IIII	X Enclosed
	Authorized to be charged to deposit account
	8. Deposit account number:
Street Address: 800 Brickell Avenue	en Partie
Suite 1105	
City: Miami State: FL Zip: 33133	Ž J
	THIS SPACE
9. Signature.	
o. organization	SEC N
\(\frac{1}{2}\).	EVIN M. LONY NOW 1 200 BE SEE
Revin M. Devy	
Name of Person Signing Si	gnature U Date 33
Total number of pages including cover Mail documents to be recorded with	required cover sheet information to:
TD011 00000055 2240045 Commissioner of Patent % To Washington,	
\ 40.00 OP/	
\ 125.00 OP	

11/25/2002

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## EXHIBIT "A"

COUNTRY	TRADEMARK	REG. NO.	STATUS	OWNERSHIP
Argentina	CERWIN-VEGA	1712227	Registered	Cerwin-Vega Inc.
		Í		(renew in 2008)
Australia	CERWIN	297384	Registered	Cerwin-Vega Inc.
Australia	CERWIN-VEGA	297385	Registered	Cerwin-Vega Inc.
				(renew in 2007)
Australia	CV design	297386	Registered	Cerwin-Vega Inc.
Austria	CERWIN VEGA	137254	Registered	Cerwin Vega, Inc.
Benelux	CV design	358439	Registered	Cerwin-Vega, Inc.
				(renew in April,
				2009)
Benelux	CERWIN	357953	Registered (?)	Cerwin-Vega, Inc.
				(expired in April,
				1999)
Benelux	CERWIN-VEGA	357954	Registered	Cerwin-Vega, Inc.
				(renew in April,
				2009)
Brazil	CV logo	817680446	Registered	Cerwin-Vega, Inc.
		j		(renew in
				November, 2005)
Brazil	CV logo	817680489	Registered	Cerwin-Vega, Inc.
				(renew in
	<u> </u>			November, 2005)
Brazil	CERWIN	817680500		Cerwin-Vega, Inc.
				(renew in
				November, 2005)
Brazil	CERWIN-VEGA	817680470		Cerwin-Vega, Inc.
		]		(renew in
				November, 2005)
Brazil	PROSTAX	817680462	Registered	Cerwin-Vega, Inc.
				(renew in
				November, 2005)
Brazil	VEGA	817680454	Filed in 1995	Cerwin-Vega, Inc.
Canada	CV design	TMA224876	Registered	Cerwin-Vega Inc.
				(renewed in 1992)
Canada	CERWIN	TMA222271	Registered	Cerwin-Vega Inc.
				(renewed in 1992-
				renew in 2007)
Canada	CERWIN-VEGA	TMA224306	Registered	Cerwin-Vega Inc.
				(renewed in 1992)
Canada	HED	TMA228035	Registered	Cerwin-Vega, Inc.
				(renewed in 1993)

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COUNTRY	TRADEMARK	REG. NO.	STATUS	OWNERSHIP
Canada	METRON	Application	Abandoned	Cerwin-Vega, Inc.
		No. 430723		(inactivated in 1981)
Canada	MONGOOSE	TMA228840	Expunged	Cerwin-Vega, Inc.
		Ĭ		(Expunged in 1994
		1	<u> </u>	for failure to renew)
Chile	CERWIN	433671		Cerwin-Vega, Inc.
				(renew in
				November, 2004)
Chile	PROSTAX	432510		
Chile	CV Logo	433672	Registered	Cerwin-Vega, Inc.
				(renew November,
				2004)
Chile	CERWIN-VEGA	461,071	Registered	Cerwin-Vega, Inc.
				(renew May, 2006)
Chile	VEGA		Unknown status	
China	CV Logo	712986	Registered	Cerwin-Vega, Inc.
				(renew in October,
				2004)
China	CERWIN	712929		Cerwin-Vega, Inc.
				(renew in October,
				2004)
China	CERWIN-VEGA	714085	Registered	Cerwin-Vega, Inc.
				(renew in
			<u> </u>	November, 2004)
China	VEGA	820637		Cerwin-Vega, Inc.
				(renew in March,
				2006)
China	HED	714084		Cerwin-Vega, Inc.
		<u> </u>		(renew in 2004)
Denmark	CERWIN-VEGA	1980 132 VR	Registered	Cerwin-Vega, Inc.
				(renew in January,
				2010)
Denmark	CERWIN	1979 3674	Cancelled	Cerwin-Vega, Inc.
		VR		(cancelled in
				August, 2000)
Denmark	CV Logo	1979 3669	Registered	Cerwin-Vega, Inc.
		VR		(renew in December,
		<u> </u>		2009)
France	CV Logo	1374968	Registered	Cerwin-Vega, Inc.
				(renew in October,
				2006)

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COUNTRY	TRADEMARK	REG. NO.	STATUS	OWNERSHIP
France	CERWIN	1374966	Registered	Cerwin-Vega, Inc. (renew in October, 2006)
France	CERWIN-VEGA	1374967	Registered	Cerwin-Vega, Inc. (renew in October, 2006)
Germany	CV Logo	965497	Registered	Cerwin-Vega, Inc. (renew in October, 2006)
Germany	CERWIN	964703		Cerwin-Vega, Inc. (renew in October, 2006)
Germany	CERWIN-VEGA	979445	Registered	Cerwin-Vega, Inc. (renew in October, 2006)
Greece	CERWIN-VEGA	73686		
Greece	CV Logo	73886	Registered	Cerwin-Vega, Inc. (renew January, 2003)
Greece	CERWIN	73887		Cerwin-Vega, Inc. (renew in <b>January</b> , 2003)
Greece	CERWIN-VEGA	73888	Registered	Cerwin-Vega, Inc. (renew in <b>January</b> , 2003)
Hong Kong	CV Logo Mark	B2234/1981		Cerwin-Vega, Inc. (renew in 2014)
Hong Kong	CERWIN	2233/1981	Expired	Expired April, 2000
Italy	CV Logo	369404	Registered	Cerwin-Vega, Inc. (renew in April, 2009)
Italy	CERWIN	369405		Cerwin-Vega, Inc. (renew in April, 2009)
Italy	CERWIN-VEGA	369406	Registered	Cerwin-Vega, Inc. (renew in April, 2009)
Japan	VEGA	0929454	Expired	Cerwin Vega, Inc. (expired in September, 2001)
Japan	CV design	1496540	Registered	Cerwin Vega, Inc.

COUNTRY	TRADEMARK	REG. NO.	STATUS	OWNERSHIP
				(renew in January, 2012)
Japan	CERWIN	1520226	Registered	Cerwin Vega, Inc. (renew in June, 2002)
Japan	VEGA	0929454	Registered (different classes)	Cerwin Vega, Inc. (renew in September, 2001)
Japan	CERWIN-VEGA	1520228	Registered	Cerwin Vega, Inc. (renew in June, 2002)
Japan	CERWIN	1520227	Registered	Cerwin Vega, Inc. (renew in June, 2002)
Mexico	CERWIN VEGA	497744	Registered	Cerwin-Vega Incorporated (renew in February, 2005)
Mexico	PROSTAX	461021	Registered	Cerwin-Vega Incorporated (renew in April, 2004)
Mexico	Design	249436	Registered	Cerwin-Vega Incorporated (renew in March, 2005)
Mexico	CERWIN	237057		Cerwin-Vega Incorporated (renew July, 2004)
Mexico	CERWIN-VEGA	235992	Inactive	Cerwin-Vega Incorporated
Phillipines	CERWIN	4-1995- 105244		Cerwin Vega, Inc. (renew in December, 2009)
Phillipines	CV Logo	1995-102995 – serial no.		Cerwin Vega, Inc.
Phillipines	CERWIN-VEGA	102996 – serial no.	Filed in 1995	Cerwin Vega, Inc.
Phillipines	VEGA	105600 - serial no.	Filed in 1995	Cerwin Vega, Inc.
Poland	CV Logo	81683	Registered	Cerwin Vega, Inc. (renew in August, 2012)

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COUNTRY	TRADEMARK	REG. NO.	STATUS	OWNERSHIP
Poland	CERWIN	112557		Cerwin Vega, Inc. (renew in August, 2002)
Poland	CERWIN-VEGA	87551	Registered	Cerwin Vega, Inc. (renew in August, 2012)
Poland	HED	81685	Expired	Cerwin Vega, Inc. (expired in August, 2002)
Russia	CERWIN	163094/50	Inactive	Cerwin Vega, Inc. (expired July, 2002)
Russia	CV logo	118640	Registered	Cerwin-Vega, Inc. (renew in July, 2012)
Russia	CERWIN-VEGA	119463	Registered	Cerwin Vega, Inc. (renew in July, 2012)
Russia	HED	118639	Expired	Cerwin-Vega, Inc. (expired in July, 2002)
Singapore	CERWIN VEGA & DESIGN	79754	Registered	Cerwin-Vega, Inc. (renew in March, 2010)
Spain	CERWIN	194603 1M7	Registered	Cerwin-Vega Inc. (renew in February, 2005)
Spain	CERWIN-VEGA	885679M	Registered	Cerwin-Vega Inc. (renew in August, 2008)
Spain	CV Design	885678M	Registered	Cerwin-Vega Inc. (renew in August, 2008)
Sweden	CERWIN-VEGA	189445	Registered	Cerwin-Vega, Inc. (renew in December, 2003)
Sweden	CERWIN	174253	Registered	Cerwin-Vega, Inc. (renew in November, 2010)
Sweden	CV design	168984	Terminated	Cerwin-Vega, Inc. (cancelled March, 2000)

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COUNTRY	TRADEMARK	REG. NO.	STATUS	OWNERSHIP
U.S.A.	CV design	1060670	Registered	(renew March, 2007) Cerwin-Vega, Inc. and Cerwin-Vega Canada, Ltd. Assigned to General Electric Capital Corp. 12/17/99 (recorded)
U.S.A.	CERWIN-VEGA; VEGA; VS-100; VS SERIES; THERMO- VAPOR SUSPENSION; SUFT-FET 2; METRON; MONGOOSE; CERWIN		All abandoned at various stages; DEAD – (none within grace period, so not able to reinstate)	

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#### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") effective as of \_\_\_\_\_\_, 2002 ("Effective Date"), is executed between Byron Z. Moldo, Esq., Assignee for the Benefit of Creditors of Cerwin-Vega, Inc. ("Assignor"), and C.V. Acquisition Corp., a Florida corporation ("Assignee").

#### RECITALS

- A. Cerwin-Vega, Inc. adopted, used, and was using up to the date of the Assignment for the Benefit of Creditors to Assignor, and was the sole and exclusive owner of the trademarks set forth and described in Exhibit "A" hereto, as well as other common law trademarks not registered with the U.S. Patent and Trademark Office or the Patent and Trademark Office of any other country, and other trademarks not yet identified by the parties (the "Trademarks"); and
- B. Assignor desires to assign all of Assignor's right, title and interest in the Trademarks to Assignee; and
- C. Assignee has succeeded to that portion of the business, assets and appurtenant goodwill of Cerwin-Vega, Inc. represented by the Trademarks.

### **ASSIGNMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Trademarks, and all registrations therefor, together with the goodwill of the business symbolized by said Trademarks and the registrations thereof. This Assignment of the Trademarks shall extend to 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 had not been made, together with all claims for damages and all other legal, equitable or statutory remedies arising from all past, present or future claims for infringement or other unauthorized use of the Trademarks, with the right to sue for damages and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

<u>Recording</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as assignee of the entire interest and owner thereof, and hereby covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements inconsistent herewith.

Assignment TM

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

Assignor:

Byron Z. Moldo, Esq.

Assignee for the Benefit of Creditors of

Cerwin-Vega, Inc.

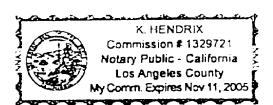
STATE OF $_{ extsf{-}}$	CALLIVINIA
COUNTY OF	F LE MEVILLES

The foregoing instrument was acknowledged before me this <u>A</u> day of <u>Byron</u>, 2002, by Byron Z. Moldo, Esq., who is personally known to me, or has produced <u>as Identification</u>.

(SEAL)

Notary Public-State of Inchiolar

My Commission Expires: 11 11 05



#### AUGUNDAND MOORGANIANTY

THIS ASSIGNMENT made this 22n 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:

- 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.
- 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\_\_/)
- 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.

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trade names, copyrights, trade secrets and intellectual property. Assignce 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. Assignce 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 the sales of the aforement of the expenses exceeding the sales of the aforement of the expenses exceeding the sales of the expenses exceeding the sales of the expenses exceeding the sales of the expenses exceeding the exceeding the expenses exceeding the expenses exceeding the expenses exceeding
  - 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

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porrow 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 Assignce hereunder shall bind the assignment estate and the Assignce only in his capacity is 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 is 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 ill 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 Assignce, 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 ata, any remaining net proceeds of this assignment estate. Said payments are to be made intil all assets are exhausted, or these creditors are paid or settled, in full. Thereafter, the urplus 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 or a period of one year after issuance of a final dividend check by the Assignee, then the ame shall become the property of this Assignee and used to supplement his fees for ervices rendered in administering this Assignment.
- g. It is agreed and understood that this transaction is a common law ssignment 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

CEPTED THIS 2 day of August, 2002

YRON ZAMOLDO, ASSIGNED

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# UNANIMOUS WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CERWIN-YEGA, 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

,0002 %

STEPHEN CZERWINSKI,

VICE-PRESIDENT

.0002 %

EUGENE CZERWINSKI

CHIEF EXECUTIVE OFFICER

99,9969

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 this reference, and that said Assignment shall be effective as of August 22, 2002.

IN WITNESS WHEREOF, we have affixed our signatures to this Unanimous

Written Consent effective as of August

**RECORDED: 11/18/2002** 

STEPHEN CZERWINSKI

ELIGENE/CZER WINSKI

**PRESIDENT** 

VICE-PRESIDENT

CHIEF EXECUTIVE OFFICER