

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pro Stage Gear, LLC		06/30/2005	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Do-All Traps, LLC		
<b>Street Address:</b>	216 19th Avenue North		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2557286	PEDALTRAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)251-1056		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(615)256-0500		
<b>Email:</b>	cas@h3gm.com		
<b>Correspondent Name:</b>	Christopher A. Scharman		
<b>Address Line 1:</b>	315 Deaderick Street, Suite 1800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37238-1800		
<b>NAME OF SUBMITTER:</b>	Chris Scharman		
<b>Signature:</b>	/Chris Scharman/		
<b>Date:</b>	07/12/2005		

OP \$40.00 2557286

Total Attachments: 2

**900028103**

**TRADEMARK  
 REEL: 003119 FRAME: 0969**

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**SECURITY INTEREST  
ASSIGNMENT OF TRADEMARK AND PATENT**

THIS ASSIGNMENT, is made and effective as of June 20, 2005, by Pro Stage Gear, LLC, a Tennessee limited liability company ("Assignor"), to Do-All Traps, LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark PEDALTRAIN, registered in the United States Patent and Trademark Office, Registration No. 2557286, dated April 2, 2002, (the "Mark"), and the patent titled "Mounting board for guitar effects," registered in the United States Patent and Trademark Office, Patent No. 6,459,023, dated October 1, 2002, (the "Patent"); and

WHEREAS, Assignor desires to grant a security interest in the Mark and the Patent to Assignee to secure the complete and timely satisfaction of all of Assignor's obligations pursuant to that certain Secured Promissory Note, dated April 27, 2005, as amended and restated by that certain Amended and Restated Secured Promissory Note, of even date herewith, and that certain Security Agreement between Assignor and Assignee, dated April 27, 2005, as amended, and restated by that certain Amended and Restated Security Agreement of even date herewith (collectively, the "Note Documents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and grant to Assignee a security interest in the Mark and the Patent, together with the goodwill symbolized thereby, and the above identified registrations, as security for the payment and performance of all amounts and obligations owed by Assignor to Assignee pursuant to the Note Documents.

Assignee hereby covenants with Assignor that upon Assignor's complete satisfaction of Assignor's obligations pursuant to the Note Documents, Assignee will file with the United States Patent and Trademark Office a full release of this Assignment, discharging the Mark and the Patent from all encumbrances of said Note Documents and releasing all of Assignee's interest in the Mark and the Patent granted in the Note Documents.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date above written.

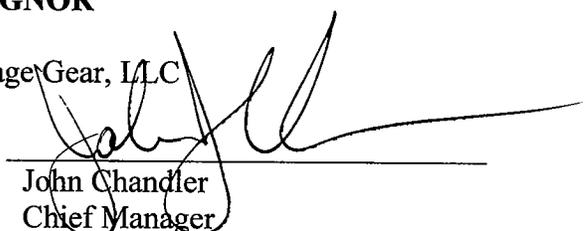
**“ASSIGNOR”**

Pro Stage Gear, LLC

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

Name: John Chandler

Title: Chief Manager



STATE OF TENNESSEE            )  
COUNTY OF DAVIDSON        )

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared John Chandler, known to me (or proved to me on the basis of satisfactory evidence) to be the person described herein and who executed the forgoing instrument and acknowledged that he executed the within instrument for the purposes therein contained.

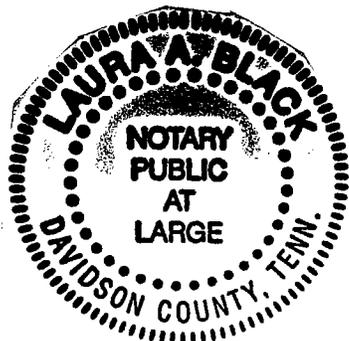
Sworn to and subscribed before me, this 30<sup>th</sup> day of June, 2005.

Laura A. Black

Notary Public

My Commission Expires:

March 31, 2007



**My Commission Expires MAR. 31, 2007**