

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Angela Snead | | 07/29/2005 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Ace Products Enterprises, Inc. | | |
| Street Address: | 1 Fifth Street, Suite 106 | | |
| City: | Petaluma | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94952 | | |
| Entity Type: | CORPORATION: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1531900 | REUNION BLUES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)217-5910 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | (415)434-1600 | | |
| Email: | amcalister@howardrice.com, kfrank@howardrice.com, trademarks@howardrice.com | | |
| Correspondent Name: | Howard, Rice, Nemerovski, Canady, Falk & | | |
| Address Line 1: | Three Embarcadero Center, Seventh Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| NAME OF SUBMITTER: | Karen S. Frank | | |
| Signature: | /ksf/ | | |
| Date: | 08/04/2005 | | |
| Total Attachments: 1 | | | |

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REEL: 003135 FRAME: 0043

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of July 29, 2005 by and between ANGELA SNEAD (Assignor) and ACE PRODUCTS ENTERPRISES, INC. ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademarks REUNION BLUES, used in connection with musical instrument cases and RBSE, used in connection with zipper pulls (the "Trademarks") and owns United States Trademark Registration No. 1,531,900 for the REUNION BLUES Trademark (the "U.S. Registration") and potentially other foreign trademark registrations for the REUNION BLUES trademark; and

WHEREAS, Assignor desires to assign to Assignee and Assignee wishes to obtain from Assignor any and all rights Assignor holds in the Trademarks, the U.S. Registration, any foreign trademark registrations, and the goodwill of the business represented thereby (the "Goodwill"), all on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and reasonable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby transfers and assigns to Assignee, free and clear of all encumbrances, all of Assignor's worldwide right, title and interest in and to the Trademarks, the U.S. Registration, any foreign trademark registrations and the Goodwill, including all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

ASSIGNOR

ANGELA SNEAD

By Angela H. Snead

Date 7/29/05

ASSIGNEE

ACE PRODUCTS ENTERPRISES, INC.

By Alan Foster

Name Alan Foster

Title President

Date 7/29/05