

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nasser Abo Abdo		03/08/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gerber Finance Inc. formerly known as Gerber Trade Finance, Inc.		
Street Address:	110 East 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2099894	AUDIOBAHN	
CORRESPONDENCE DATA			
Fax Number:	(212)527-7701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.257.7700		
Email:	tmdocket@darbylaw.com		
Correspondent Name:	Amy J. Benjamin/Darby & Darby P.C.		
Address Line 1:	P.O. Box 5257		
Address Line 4:	New York, NEW YORK 10150-5257		
ATTORNEY DOCKET NUMBER:	20096/3202464-US0		
NAME OF SUBMITTER:	Amy J. Benjamin		
Signature:	/amy j. benjamin/		
Date:	03/08/2007		

OP \$40.00 2099894

TRADEMARK ASSIGNMENT

WHEREAS, **NASSER ABO ABDO** ("Assignor"), an individual and a citizen of the United States with an address at 19232 Parker Circle Park, Villa Park, California, owns and has used in his business the following trademark:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AUDIOBAHN	2,099,894	09/23/1997

WHEREAS, pursuant to the Security Agreement dated as of May 31, 2005 ("Security Agreement") and the Forbearance Agreement and Amendment to the Loan and Security Agreement Dated As Of May 31, 2005 dated as of January 23, 2007 ("Forbearance Agreement"), Assignor granted to **GERBER FINANCE INC. formerly known as GERBER TRADE FINANCE, INC.** ("Assignee"), a New York corporation with a place of business 110 East 55th Street, New York, New York, a security interest in said trademark and registration, along with the right, in the event of a default under the Security Agreement and/or Forbearance Agreement, to act as Assignor's attorney-in-fact in order to transfer unto itself the entire right, title and interest in and to the trademark and registration identified above, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith; and

WHEREAS, an event of default under the aforementioned Agreements has occurred, and Assignee is now entitled to exercise its right as attorney-in-fact to transfer unto itself the entire right, title and interest in and to the trademark and registration identified above, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith.

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, by its attorney-in-fact, hereby assigns and transfers to Assignee, its successors or assigns, the entire right, title and interest in and to the said trademark, trademark registration and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof.

NASSER ABO ABDO

By: **Gerber Finance Inc.**
Attorney-in-Fact

Date: March 8, 2007

By: *Jennifer McGuinness*
 Print Name: Jennifer McGuinness
 Title: Vice President

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