

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PSSL Acquisition LLC		08/08/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pro Music Group LLC		
<b>Street Address:</b>	11070 Valley View Street		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2661591	P PRO SOUND AND STAGE LIGHTING	
Registration Number:	2496239	P	
Registration Number:	2929274	P PROSOUND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)752-0439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9497522522		
<b>Email:</b>	agrant@twlf.net		
<b>Correspondent Name:</b>	Allan Grant		
<b>Address Line 1:</b>	1301 Dove Street, Suite 450		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>ATTORNEY DOCKET NUMBER:</b>	2580.003TUS		
<b>NAME OF SUBMITTER:</b>	Allan Grant		

OP \$90.00 2661591

Signature:

/Allan Grant/

Date:

08/22/2007

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT entered into between PSSL Acquisition LLC, a California Corporation, having its principal place of business at 11070 Valley View Street, in Cypress, California (hereinafter referred to as "ASSIGNOR"), and Pro Music Group LLC, a California Corporation, having its principal place of business at 11070 Valley View Street, in Cypress, California (hereinafter referred to as "ASSIGNEE"). ASSIGNOR is the owner of the full and exclusive right, title and interest in, to said marks listed below as registered at the United States Patent and Trademark Office.

ASSIGNOR has adopted and is using the Stylized "P" mark registered in the United States Patent and Trademark Office, Registration No. 2,496,239, Registration Date October 9, 2001, and ASSIGNEE desires to obtain all right, title, interest (including, but not limited to, all registration rights with respect to the Stylized "P" mark) and all goodwill of the business symbolized by and associated with the Stylized "P" mark.

ASSIGNOR has adopted and is using the 'P' PROSOUND AND STAGE LIGHTING mark registered in the United States Patent and Trademark Office, Registration No. 2,661,591, Registration Date December 17,2002, and ASSIGNEE desires to obtain all right, title, interest (including, but not limited to, all registration rights with respect to the 'P' PROSOUND AND STAGE LIGHTING mark) and all goodwill of the business symbolized by and associated with the 'P' PROSOUND AND STAGE LIGHTING mark.

ASSIGNOR has adopted and is using the 'P' PROSOUND markmark registered in the United States Patent and Trademark Office, Registration No. 2,929,274, Registration Date March 1, 2005, and ASSIGNEE desires to obtain all right, title, interest (including, but not limited to, all registration rights with respect to the 'P' PROSOUND mark) and all goodwill of the business symbolized by and associated with the 'P' PROSOUND mark.

HEREINAFTER, the Stylized 'P' mark, 'P' PROSOUND AND STAGE LIGHTING mark, and the 'P' PROSOUND mark shall be collectively referred to as "SAID TRADEMARKS".

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE all right, title, and interest in and to SAID TRADEMARKS together with the goodwill of the business symbolized and associated with SAID TRADEMARKS, all common law and statutory right, title, and interest in and to SAID TRADEMARKS, all the rights in the application, registration, maintenance, renewal and protection thereof, and all the rights of recovery and legal action for past infringements and of opposition and/or cancellation proceeding for protection of SAID TRADEMARKS.

ASSIGNOR hereby authorizes ASSIGNEE, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and copyright registration in the U.S. and in foreign countries in connection with SAID TRADEMARKS, and to secure in its own name the registrations granted thereon.

ASSIGNOR also hereby appoints ASSIGNEE to act as its agent to act in ASSIGNOR'S name and on ASSIGNOR'S behalf to take any action necessary to effect the transfer of SAID TRADEMARKS to ASSIGNEE or prosecute or otherwise enforce any claims, rights, or benefits relating to SAID TRADEMARKS.

ASSIGNOR hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all right, title, and interest in and to SAID TRADEMARKS to the ASSIGNEE as owner of the full and exclusive right, title and interest in and to SAID TRADEMARKS, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment.

ASSIGNOR hereby represents and warrants that ASSIGNOR has the full right to convey the entire right, title and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that ASSIGNOR will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests

granted herein.

ASSIGNOR hereby covenants and agrees that ASSIGNOR will, upon request of the ASSIGNEE, communicate to the ASSIGNEE any facts known to ASSIGNOR relating to SAID TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated, and the history thereof, and at ASSIGNEE's sole cost and expense testify in any legal proceeding, execute all lawful papers, and generally do all further acts which may be deemed necessary by the ASSIGNEE to obtain and enforce proper trademark protection for SAID TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated in all countries.

ASSIGNOR further covenants and agrees that upon request, it will sign all papers and make all rightful oaths and do all acts which ASSIGNEE may consider necessary in connection with SAID TRADEMARKS and the assignment herein granted to ASSIGNEE.

IN TESTIMONY WHEREOF, I have executed this document on the date indicated below.

Date: 8-8-07

**PSSL ACQUISITION LLC**  
(By) \_\_\_\_\_  
(Name) DAVID RICE  
(Title) Manager

STATE OF California  
COUNTY OF Orange

On August 8, 2007 before me, Azucena Sanchez, Notary Public, personally appeared, David Rice ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he) she executed the same in (his) her authorized capacity, and that by (his) her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Azucena Sanchez  
SIGNATURE

