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
Insound LLC		12/19/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Insound Acquisition, Inc.
Street Address:	72 Spring St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77231165	INSOUND
Serial Number:	75638308	INSOUND

CORRESPONDENCE DATA

Fax Number: (646)349-2782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 871 6158
Email: ted@sabety.net
Correspondent Name: Ted Sabety c/o Berry & Assoc. PC
Address Line 1:   551 Madison ave. Suite 402
Address Line 4:   new york, NEW YORK   10022

ATTORNEY DOCKET NUMBER:	INSOUND
NAME OF SUBMITTER:	ted sabety
Signature:	/ts/

77231165

CH $65.00

Date:	01/02/2008

Total Attachments: 2
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INSOUND ACQUISITION, INC.
TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Agreement") is made effective as of this day December 18th 2007, by and between Insound Acquisition, Inc, a Delaware Corporation ("Company") and Insound, LLC, a New York limited liability company ("Assignor")..

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the parties hereto agree as follows:

1   ARTICLE 1: ASSIGNMENT PROVISIONS

1.1   The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached Exhibit A free and clear of all liens and encumbrances of any kind (hereinafter referred to as the Assigned Intellectual Property).

1.2   Intellectual Property means any and all trademark or servicemark rights including any and all goodwill associated therewith, in all jurisdictions throughout the world, including the exclusive right to sue for damages or injunction, for acts prior to, on or after this date.

2   ARTICLE 2: MISCELLANEOUS PROVISIONS

2.1   Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.

2.2   Application of New York Law. This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.

2.3   Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

2.4   Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

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2.5   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned have executed this Assignment Agreement.

Assignor	Signature and Title	Date
Insound, LLC	_Ari Sass_, Managing Member	12-18-07

State of _NEW YORK_

County of _NEW YORK_

Before me personally appeared said ___ARI SASS___ and

acknowledged the foregoing instrument to be his free act and deed,

this / _8th_ day of _December_, 20 _07_

Seal: (Notary Public)

EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

1.   "INSOUND", Filed 5/14/2004   Registration Number: 75638308

2.   "INSOUND", Filed 7/17/2007   Serial Number: 77231165

3.   "SAVE THE ALBUM"

4.   "INDIE RADIO FORUM"

5.   "TEAM INSOUND"

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**TRADEMARK
REEL: 003687 FRAME: 0568**