# NEW ASSIGNMENT

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

NATURE OF CONVEYANCE:

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

Name	Formerly	Execution Date	Entity Type
Constant Velocity Transmission Lines, Inc.		09/28/2007	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Investigative Consultants	
Street Address:	14979 Prairie Avenue	
City:	Lawndale	
State/Country:	CALIFORNIA	
Postal Code:	90260	
Entity Type:	COMPANY: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2907151	HARDWIRE

#### **CORRESPONDENCE DATA**

Fax Number: (310)978-4497

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 310-978-4554

Email: heather@investigativeconsultants.com

Correspondent Name: Investigative Consultants
Address Line 1: 14979 Prairie Avenue

Address Line 4: Lawndale, CALIFORNIA 90260

NAME OF SUBMITTER:	Jessica Dominguez	
Signature:	/jessicadominguez/	
Date:	02/11/2008	

Total Attachments: 2

TRADEMARK REEL: 003717 FRAME: 0153

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered on September 2007 ("Effective Date") by and between Constant Velocity Transmission Lines, Inc., a California corporation having offices at 4130 Citrus Ave., Suite 9, Rocklin, CA 95677 ("Assignor") and Investigative Consultants, a private investigation company having offices at 14979 Prairie Avenue, Lawndale, CA 90260 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" or collectively as the "Parties."

#### 1. BACKGROUND

Assignor is the owner of all rights, title and interest in and to the trademark HARDWIRE for use in connection with non-permanent, interchangeable electrical speaker cables and interconnect cables for connecting musical instruments to acoustic systems for musical recording and playback in International Trademark Class 09 ("Mark") and the corresponding U.S. Federal Trademark Registration No. 2907151 ("Registration"). Assignor wishes to assign its rights in the Mark and Registration to Assignee. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### 2. ASSIGNMENT

- 2.1 Assignor hereby assigns, sells and transfers to Assignee all of Assignor's worldwide rights, title and interest in and to the Mark, Registration, and only that part of Assignor's goodwill connected with the use of and symbolized by the Mark and Registration, including, without limitation, all registration rights, rights to prepare derivative marks, priority rights and rights to recover damages and lost profits for all infringements of the Mark and Registration, including past infringement. The Parties understand that Assignor will continue to do business under multiple other registered and unregistered trademarks and domain names, and this Trademark Assignment shall not include any of Assignor's goodwill or rights connected with the use of or symbolized by any of Assignor's other registered or unregistered trademarks or domain names.
- 2.2 At Assignee's request, Assignor shall execute and deliver all papers, instruments, and assignments (including, without limitation, application and registration histories and files) and shall take any action that may be reasonably necessary to secure, complete, and give effect to this Assignment.

#### 3. FEES

3.1 Assignee shall pay to Assignor the amount of Ten Thousand Dollars (\$10,000.00) in the form of a cashier's check made payable to Constant Velocity Transmission Lines, Inc., and delivered to Bruce Brisson at 4130 Citrus Ave., Suite 9, Rocklin, CA 95677. Assignee shall make payment to Assignor within five (5) days after the signing of this Assignment by both Parties.

# 4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

4.1 Assignor represents and warrants that:

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- 4.1.1 Assignor is the exclusive owner of, and has hereby transferred to Assignee, all rights, title and interest in and to the Mark and Registration and has not conveyed, licensed or otherwise transferred any right or interest in or to the Mark or Registration to any third party.
- 4.1.2 Except for the Registration, Assignor (i) has not on its own behalf, (ii) has not authorized a third party to, and (iii) knows of no third party that has registered, attempted to register, used, or otherwise asserted any claim of ownership or other right to the Mark for use in connection with non-permanent, interchangeable electrical speaker cables and interconnect cables for connecting musical instruments to acoustic systems for musical recording and playback in International Trademark Class 09.
- 4.1.3 To the best of Assignor's knowledge, the rights transferred to Assignee in this Assignment are free and clear of any and all third-party rights or interests, mortgages, liens, charges, security interests, or other encumbrances of any kind, whether legal or equitable.
- 4.1.4 Assignor has full power and authority to enter into this Assignment, and Assignor's execution, delivery and performance of this Assignment (and all other agreements required or contemplated under this Assignment) shall not result in a violation or breach of, conflict with, or constitute (with or without due notice or lapse of time or both) a default under any law, any administrative, judicial, or arbitral decision or any contract, agreement or other instrument binding upon Assignor.

## 5.0 PROHIBITION AGAINST USE OF CONFUSINGLY SIMILAR TRADEMARKS

- 5.1 Except as otherwise permitted below, Assignor shall not adopt, use or register with any government or recognized authority a trademark, service mark or trade name that is confusingly similar to the Mark.
- 5.2 Assignor shall have a phase out period of six (6) full months following execution of this agreement by both parties to sell, liquidate, release or otherwise dispose of any remaining inventory marketed under, using, or bearing the Mark.
- 5.3 Assignee shall not record this Trademark Assignment with the United Stated Patent and Trademark Office, or any other governmental agency, until confirmation by Assignor that payment has been received and deposited.

The Parties have signed this Assignment by their authorized representatives below.

Constant Velocity Transmission Lines, Inc.

Bruce Brisson
President

Investigative Consultants

[Name]
[Title]

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**RECORDED: 02/11/2008**