

**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
GROOVE TUBES, LLC		05/30/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	ROKR VENTURES, INC.
Street Address:	8860 E. Chaparral Road
Internal Address:	Suite 100
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85250
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3222413	GROOVE TUBES GT
Registration Number:	3075054	GT
Registration Number:	2781195	VIPRE
Registration Number:	2710730	GROOVE TUBES
Registration Number:	2727477	GT ELECTRONICS
Registration Number:	2753346	GT
Registration Number:	1924490	SOUL-O

**CORRESPONDENCE DATA**

Fax Number: (212)558-3588  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-558-7763  
 Email: fishermf@sullcrom.com  
 Correspondent Name: Melissa F. Fisher

OP \$190.00 3222413

Address Line 1: 125 Broad Street  
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Melissa F. Fisher

Signature: /Melissa Fisher/

Date: 06/02/2008

Total Attachments: 6  
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TRADEMARK ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of May 30, 2008 (the "Effective Date"), is made by and between GROOVE TUBES, LLC, a California limited liability company, with an office at 1534 Truman Street, San Fernando, California 91340 ("Assignor") and ROKR VENTURES, INC., a Delaware corporation and wholly-owned subsidiary of Fender Musical Instruments Corporation, with an office at 8860 E. Chaparral Road, Suite 100, Scottsdale, Arizona 85250 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the United States trademark registrations listed on Schedule A (the "Trademarks");

WHEREAS, Assignor, Aspen Pittman, Sigrid Maria Pittman and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 30, 2008, (the "APA"), pursuant to which Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee agreed to purchase from Assignor, certain assets;

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of May 30, 2008, (the "Intellectual Property Assignment"), pursuant to which Assignor sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee purchased from Assignor certain intellectual property, including the Trademarks;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the APA and the Intellectual Property Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations all of Assignor's right, title and interest in and to the Trademarks, including without limitation, (i) all goodwill associated therewith and symbolized thereby, (ii) any and all rights of priority thereto and renewals thereof, (iii) all income, royalties or payments now or hereafter due or payable with respect to the Trademarks, (iv) all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other unauthorized violation of the Trademarks, together with the right at law or in equity to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date and (v) any and all rights corresponding thereto throughout the world (all collectively, the "Assigned Rights"), and Assignee does hereby accept assignment of the Assigned Rights from Assignor.

2. Purpose. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office. The assignment granted herein has been granted in connection with the Intellectual Property Assignment and is expressly subject to the terms and conditions thereof. In


the event of any conflict between the terms of this Assignment and the terms of the Intellectual Property Assignment, the terms of the Intellectual Property Assignment shall control.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

GROOVE TUBES, LLC

By  5-30-08  
Name: R. Aspin Pittman  
Title: MANAGER

ROKR VENTURES, INC.

By \_\_\_\_\_  
Name:  
Title:

[Trademark Assignment Signature Page]

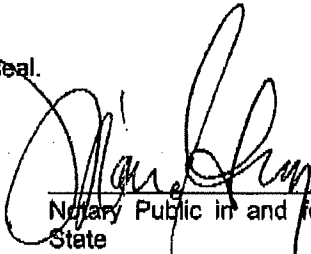
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 5/30/08, 2008 before me, Monica Guzman, Notary Public, personally appeared **RICHARD ASPEN PITTMAN**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ he executed the same in ~~his/her~~ his authorized capacity(ies), and that by ~~his/her~~ his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

  
\_\_\_\_\_  
Notary Public in and for said County and State




IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

GROOVE TUBES, LLC

By \_\_\_\_\_  
Name:  
Title:

ROKR VENTURES, INC.

By  \_\_\_\_\_  
Name: Matt Jamopaul  
Title: President

Schedule A

United States Trademark Registrations

Mark	Reg. No. (App. No.)
Groove Tubes GT	3,222,413
GT	3,075,054
Vipre	2,781,195
Groove Tubes	2,710,730
GT Electronics	2,727,477
GT	2,753,346
Soul-O	1,924,490