TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kustom Musical Amplification, Inc.		09/04/2008	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Mailbox Music Inc.
Doing Business As:	DBA Elite Music Brands
Street Address:	2600 Enterprise Rd.
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33763
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3464165	BUILT ON SOUND
Registration Number:	3391793	MICHAEL KELLY
Registration Number:	3488510	ROCKFIELD
Registration Number:	3135722	TRABEN
Registration Number:	2853834	
Registration Number:	3081762	

OP $165.00 3464165

CORRESPONDENCE DATA

Fax Number: (513)579-6457
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5135621401
Email: mhurst@kmklaw.com
Correspondent Name: J. Michael Hurst
Address Line 1: One East Fourth Street
Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	DA7800-CG0028
NAME OF SUBMITTER:	J. Michael Hurst
Signature:	/j.michael hurst/
Date:	10/21/2008

Total Attachments: 9
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SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS, entered into this 4th day of September, 2008, by and between MAILBOX MUSIC, INC. d/b/a Elite Music Brands, a Florida corporation having its principal business address at 2600 Enterprise Road, Clearwater, Florida 33763 ("Secured Party"), and THE DAVITT & HANSER MUSIC CO., an Ohio corporation having its principal business address at 3015 Kustom Drive, Hebron, Kentucky, 41048 ("Davitt & Hanser") and KUSTOM MUSICAL AMPLIFICATION INC., an Ohio corporation having its principal business address at 3015 Kustom Drive, Hebron, Kentucky, 41048 ("Kustom" and together with Davitt & Hanser, the "Debtor").

1. Grant of Security Interest.

To secure the Obligations as defined in Section 2 hereof, Debtor hereby grants to Secured Party a first and best security interest in its entire right, title and interest in, to and under all of the following (hereinafter referred to as the "Collateral"):

(a) Trademark Intangibles. the Debtor's general intangibles with respect to certain trademarks; namely those trademarks listed on ANNEX A hereto, registrations and applications therefor, common law marks, trade names, service marks, trade dress and the goodwill associated therewith (hereinafter, the "Trademarks"), customer lists, domain names, drawings, specifications, contracts, contract rights, license agreements, along with all intellectual property rights related to the products associated with the Trademarks and the goodwill associated therewith, including without limitation patents, applications therefor, unpatented invetions and trade secrets.

2. Obligations. The security interest in the Collateral granted hereby secures and covers (i) the payments in the principal amount of SIX HUNDRED THOUSAND DOLLARS ($600,000.00), without interest, owed or owing of Debtor to Secured Party under that certain Promissory Note between Secured Party and Debtor dated September 1, 2008 (the "Note"), in relation to Debtor's exercise of its first earnout period buyout right pursuant to and in accordance with the terms of that certain Asset Purchase Agreement between Secured Party, Tracy Hoeft, and Debtor dated March 16, 2004 (the "Agreement") as amended by the First Amendment to the Agreement dated September 12, 2005 (the "First Amendment"), (ii) the performance by Debtor of its agreements, obligations, liabilities and duties under the Note, (iii) the performance by Debtor of its agreements, obligations, liabilities and duties under this Security Agreement, and (iv) all costs incurred by Secured Party to obtain, perfect, preserve and enforce the security interest granted by this Security Agreement, to collect the obligations secured hereby and to maintain and preserve the Collateral, with such costs including but not limited to expenditures made by Secured Party for taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and other legal expenses, storage costs, rents and expenses of collection, possession and sale of the Collateral, together with interest on all such costs at the highest rate of interest allowable by law (the foregoing subsections (i), (ii), (iii) and (iv) are collectively referred to herein as the "Obligations Secured Hereby").

3. Debtor's Representations, Warranties and Covenants.

3.1. Collateral. Debtor hereby represents and warrants that (i) except for the security interest granted hereby, Debtor is, or to the extent that this Security Agreement provides that the Collateral is to be acquired after the date hereof will be, the owner of the Collateral free and clear of all liens, pledges, security interests or other encumbrances of any nature whatsoever; and (ii) upon execution of this Security Agreement and recording of applicable financing statements, the security interest granted hereby will be the first, best and only security interest in the in the Collateral.

3.2. Enforceability. Debtor represents and warrants that the execution and performance of this Security Agreement between the parties has been duly authorized by all appropriate action of Debtor, and this Security Agreement has been duly executed by Debtor, delivered to Secured Party, and constitutes legal, valid and binding obligations of Debtor, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy laws. Neither the execution or delivery by Debtor of this Security Agreement nor the consummation by Debtor of the transactions contemplated hereby or thereby nor compliance by Debtor with the provisions hereof or thereof, conflicts with or results in a breach of any of the provisions of any other agreement, instrument or understanding to which it is a party or by which it or any of its assets or properties are bound.

3.3. Protection of Collateral. (i) Debtor will keep the Collateral free from any lien, security interest or other encumbrance adverse to the security interest granted hereby and in good order and repair and will not waste or destroy the Collateral or any part thereof; (ii) Debtor will not use the Collateral in violation of any statute, ordinance or regulation; (iii) Secured Party may examine and inspect the Collateral at any time, wherever located; (iv) Debtor will at any time and from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments and will take such other action, as the Secured Party reasonably requests and reasonably deems necessary or advisable to (a) grant Secured Party a security interest in all or any portion of the Collateral, (b) maintain or preserve the lien of this Security Agreement to carry out more effectively the purpose hereof, (c) perfect, publish notice of or protect the validity of or of any grant made or to be made by this Security Agreement, (d) enforce this Security Agreement, or (e) preserve and defend the Collateral and the rights of the Secured Party therein against the claims and demands of all persons and entities claiming the same or any interest therein.

3.4. Performance of Obligations Secured Hereby. Debtor will punctually perform and observe all of its obligations and agreements contained in this Security Agreement and the other contractual commitments by Debtor to Secured Party.

3.5. Maintenance and Inspection of Records. Debtor will maintain accurate and complete records in respect of the Collateral and shall at all reasonable times allow Secured Party by any officer, employee or agent to examine, audit or inspect (including making extracts from) such records and to arrange for verification of the Collateral. Debtor also agrees to furnish such information or reports relating to the Collateral as Secured Party may from time to time reasonably request.

TRADEMARK
REEL: 003874 FRAME: 0013

3.6. Taxes. Debtor agrees to promptly pay when due all taxes and assessments imposed on or with respect to all the Collateral. If such taxes and assessments are not paid when due, the Secured Party may do so for Debtor's account and all expenditures so paid by Secured Party will be added to the principal balance of the then current amounts owing to Secured Party by Debtor, will be payable upon Secured Party's demand and until paid by Debtor will accrue interest at the highest rate of interest allowable by law.

3.7. Location of Collateral. Debtor covenants that the Collateral will be kept at all times in its present location at Debtors principal office as set forth in the opening paragraph of this Security Agreement (the "Premises") and that the Collateral will not be removed, in whole or in part, from such premises without the prior written consent of Secured Party; provided, however, as contemplated by and provided for in Section 1 hereof, Secured Party agrees that Debtor may, at any time and from time to time substitute or replace the Collateral ("Substituted or Replaced Collateral") with Collateral of equal or greater value and that Debtor may, in connection with each such substitution or replacement, remove the Substituted or Replaced Collateral from such premises.

3.8. Survival of Representations and Warranties. All representations and warranties made by Debtor in this Security Agreement shall survive the execution and delivery of this instrument until such time as all payments due to Secured Party and all other Obligations Secured hereby shall have been paid or otherwise satisfied in full.

4. Debtor's Rights with Respect to Collateral. Unless and until the occurrence of an Event of Default (as defined in Section 5.1 hereof), Debtor shall have the right to utilize the Collateral in the ordinary course of its business and to substitute or replace the Collateral in accordance with Section 3.7 hereof, but shall not have the right to sell, lease or otherwise dispose of or transfer the Collateral or any interest therein without the prior written consent of Secured Party.

5. Events of Default and Remedies.

5.1. Events of Default. The occurrence of any one or more of the following events (herein sometimes called a "default") shall constitute an "Event of Default," provided that there has been satisfied any requirement in connection with such event for the giving of notice or the lapse of time, or the happening of any further condition, event or act, it being agreed that time is of the essence hereof:

(a) if there shall be an Event of Default as defined more specifically in the Note, which Debtor fails to cure within Thirty (30) days after receipt of a written demand notice from Secured Party send pursuant to and in accordance with the terms of the Note;

(b) if any representation or warranty of Debtor made in this Security Agreement or in any other contractual agreement, certificate or other writing delivered pursuant hereto shall prove to be incorrect in any material respect as of the time when the same shall have been made;

TRADEMARK
REEL: 003874 FRAME: 0014

(c) if Debtor shall file a petition in voluntary bankruptcy under Title 11 of the United States Code (the "Bankruptcy Code") or any similar law, state or federal, now or hereafter in effect;

(d) if Debtor shall file an answer admitting insolvency or inability to pay its debts:

(e) if within Ninety (90) days after the filing against Debtor of any involuntary proceedings under the Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed;

(f) if Debtor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Debtor or for all or the major part of Debtor's property or the Collateral, in any involuntary proceeding, or any court shall have taken jurisdiction of all of the major part of the Debtor's property of the Collateral in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Debtor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within Ninety (90) days; or

(g) if Debtor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all of the major part of its property, or the Collateral.

5.2. Rights and Remedies upon Default. If any Event of Default shall occur and be continuing, Secured Party may, by notice of default given to Debtor, (i) declare all amounts owing to Secured Party to be forthwith due and payable, together with accrued interest at the maximum rate allowable by law, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, and/or (ii) proceed to protect and enforce its rights under this Security Agreement by suit in equity, action at law or any other appropriate proceeding and Secured Party shall have, without limitation, all of the rights and remedies provided by applicable law, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code of the state governing disposition of the Collateral. Debtor shall be liable for any deficiency remaining after the collection of the Collateral and application of the proceeds to the Obligations Secured Hereby to the fullest extent permitted by applicable law.

5.3. Distribution of Collateral. Upon enforcement of this Security Agreement following the occurrence of an Event of Default, the proceeds of the Collateral shall be applied as received from time to time by the Secured Party as follows:

First: To the payment of all costs and expenses incurred or accrued by the Secured Party (including the fees and expenses of its attorneys, appraisers and agents) in connection with any proceeding commenced to enforce this Security Agreement or in connection with the taking, holding, maintaining, preparing for sale, selling and the like of the Collateral.

TRADEMARK
REEL: 003874 FRAME: 0015

Second: To the payment of all amounts then due and payable by Debtor to Secured Party.

Third: To the payment of any surplus to Debtor or any other person or entity legally entitled thereto.

6. No Waiver; Cumulative Remedies. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have had on any future occasion. No failure to exercise or any delay in exercising on the part of Secured Party any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

7. Severability of Provisions. The provisions of this Security Agreement are severable, and if any clause or provision hereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or part thereof and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Security Agreement in any jurisdiction.

8. Amendments; Choice of Law; Binding Effect.

8.1. None of the terms or provisions of this Security Agreement may be altered, modified or amended except by an instrument in writing, duly executed by each of the parties hereto.

8.2. This Security Agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Ohio.

8.3. This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Notices. All notices and demands hereunder shall be deemed to have been delivered if in writing addressed and provided below and if either (i) actually delivered at said address or (ii) in the case of a letter, three (3) business days shall have elapsed after the same shall have been deposited in the United States mail, postage prepaid and registered or certified and addressed in each case as follows: if to Secured Party, to it at its address first above written, Attention: President; or if to Debtor, to it at its address first above written, Attention: President. Either of the foregoing parties may change its address for notices hereunder by giving notice of such change to the other party in accordance with the provisions of this Section 9.

10. Miscellaneous. The descriptive headings herein used are for convenience only and shall not be deemed to limit or otherwise effect the construction of any provisions hereof.

TRADEMARK
REEL: 003874 FRAME: 0016

This Security Agreement may be executed in several counterparts each of which together shall constitute one and the same agreement.

11. Defeasance Clause. If the Debtor shall pay all amounts owed and/or owing to Secured Party and perform the other Obligations, then this Security Agreement and the security interest in the Collateral granted hereby shall be void and terminated and Secured Party agrees to execute such documents and do such acts as are necessary to release and terminate such liens.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective on the day and year first above written.

SECURED PARTY:

MAILBOX MUSIC, INC. d/b/a ELITE MUSIC BRANDS

By: _____
Name: Tracy Hoff
Title: President

DEBTOR:

THE DAVITT & HANSER MUSIC CO.

By: _____
Name: Timothy J. Hanser
Title: Secretary-Treasurer

KUSTOM MUSICAL AMPLIFICATION INC.

By: _____
Name: Timothy J. Hanser
Title: Secretary-Treasurer

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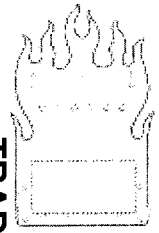
ANNEX A TRADEMARKS

Registered Trademarks

Mark	Owner	Goods	Status
BUILT ON SOUND SN:78-770482 RN:3,464,165	Kustom Musical Amplification, Inc. 3015 Kustom Drive Hebron Kentucky,41048	(Int'l Class: 15) Musical instruments, namely, guitars and basses	Registered July 8, 2008
MICHAEL KELLY SN:78-691759 RN:3,391,793	Kustom Musical Amplification, Inc. 3015 Kustom Drive Hebron Kentucky,41048	(Int'l Class: 15) Musical instruments, namely, guitars and bass guitars	Registered March 4, 2008
ROCKFIELD SN:77-387706 RN:3,488,510	Kustom Musical Amplification, Inc. 2395 Arbor Tech Drive Hebron Kentucky,41048	(Int'l Class: 9) Electronic sound pickups for guitars	Registered August 19, 2008
TRABEN SN:78-714346 RN:3,135,722	Kustom Musical Amplification, Inc. 3015 Kustom Drive Hebron Kentucky,41048	(Int'l Class: 15) Stringed instruments, namely bass guitars and cases therefor	Registered August 29, 2006
MISCELLANEOUS DESIGN  SN:78-266015 RN:2,853,834	Kustom Musical Amplification, Inc. 3015 Kustom Drive Hebron Kentucky,41048	(Int'l Class: 15) Stringed musical instruments, namely, acoustic guitars, acoustic/electric guitars, and electric guitars and acoustic basses, acoustic/electric basses, and electric basses, and accessories therefor, namely guitar bridges, guitar bridge plates, guitar bridge covers, and electronic cavity covers	Registered June 15, 2004

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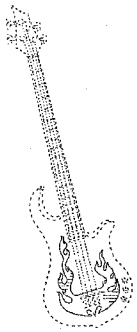
Mark	Owner	Goods	Status
MISCELLANEOUS DESIGN  SN:78-459862 RN:3,081,762	Mailbox Music, Inc. 3015 Kustom Drive Hebron Kentucky,41048	(Int'l Class: 15) Stringed musical instruments, namely, acoustic guitars, acoustic/electric guitars, and electric guitars and acoustic basses, acoustic/electric basses, and electric basses, and accessories therefor, namely guitar bridges, guitar bridge plates, guitar bridge covers, and electronic cavity covers	Registered - Sec. 2(f) April 18, 2006

Common Law Trademarks

CONVERTIBLE BRIDGE DESIGN
HOT ROD BRIDGE DESIGN
MK
SONICART
SONICART BRIDGE DESIGNS FOR BASS GUITAR
SONICART BRIDGE DESIGNS FOR GUITARS
SONICART BRIDGE DESIGNS FOR ELECTRIC GUITARS
THE CUSTOM SHOP PARTS

SonicArt bridge designs are defined broadly as a custom shaped bridge designed to add a unique appearance to an instrument. Purchaser takes over all rights to these bridges when produced for bass guitars, electric guitars and guitars, and any use of any of the SonicArt bridge on any instrument makes that instrument part of this agreement as a Brand Name Product, even if the instrument does not carry the Traben, MK, Michael Kelly or The Custom Shop Parts brand name. SonicArt bridges have been produced and trademarked for electric guitars and guitars. These are specifically included in the sale pursuant to this agreement and shall be property of the purchaser following closing.

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RECORDED: 10/21/2008
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