

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Louis Music, Inc.		04/07/2008	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Loud Technologies Inc.		
Street Address:	16220 Wood-Red Road NE		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2666495	AURELIO SEBASTIANI	
Registration Number:	2666496	CAPRICCIO	
Registration Number:	1180086	KARL KNILLING	
Registration Number:	2686465	PERFECTION	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	38233-371 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

CH \$115.00 2666495

Signature:

/Renee M. Prescan/

Date:

11/14/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 7, 2008 ("Effective Date") by and between **St. Louis Music, Inc.**, a Missouri corporation, with its principal office at 1400 Ferguson Avenue, St. Louis, Missouri 63133 ("Assignor"), and **Loud Technologies Inc.**, a Washington corporation, with its principal office at 16220 Wood-Red Road NE, Woodinville, Washington 98072 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations set forth on the Schedule attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


ST. LOUIS MUSIC, INC.



Name: David Olson

Title: Secretary & Treasurer

LOUD TECHNOLOGIES INC.



Name: David Olson

Title: CFO

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration No.	Registration Date
AURELIO SEBASTIANI	United States	2666495	12/24/2002
CAPRICCIO	United States	2666496	12/24/2002
KARL KNILLING	United States	1180086	12/1/1981
PERFECTION	United States	2686465	2/11/2003
VIVA	Canada	TMA564917	7/18/2002
KNILLING	European Community	004409124	3/31/2006