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Form PTO-1594 (Rev. 12-08)
SMB Collection U001-UKLZ/ (exp. 01/07)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103546108

MCD
1/23/09

To the Director of the U. S. Patent and Trademark Office. Please record the attached instruments or the new address(es) below.

1. Name of conveying party(ies):
BRAINBALANCE, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: NY
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? No

Name: SOUNDARTS, INC.
 Internal _____
 Address: NONE
 Street Address: 958 BOWLING GREEN DRIVE
 City: WESTBURY
 State: NY
 Country: USA Zip: 11590

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship: NY
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance (Execution Date(s) :
 Execution Date(s) 12/23/08

Assignment Merger
 Security Agreement Change of Name
 Other 50% INTEREST

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2794125

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
BRAIN BALANCE MUSIC

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: LISA ERHARD
 Internal Address: N/A
 Street Address: 958 BOWLING GREEN DR.
 City: WESTBURY
 State: NY Zip: 11590
 Phone Number: 516 338 8620
 Fax Number: _____
 Email Address: iwaxemusic@aol.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 40.00
BY CREDIT CARD
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
credit card Payment FORM attached
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: [Signature] 1/23/09
 Signature Date
LISA ERHARD
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (894) 279-4125, or mailed to: 00000001 2794125
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

01 FC:8521

48.00 DP

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of 12/22 2008 (the "Assignment") between Brain Balance, Inc., a New York corporation with an address of 151 East 31st Street, New York, NY 10016 (the "Assignor") and SoundArts Inc., a corporation, with an address of 958 Bowling Green Drive, Westbury, NY 11590 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark listed in Schedule A (the "Mark");

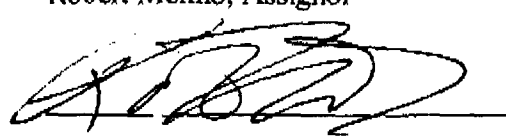

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee fifty percent (50%) of the interest in and to the right and title in the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the trademark listed in Schedule A. Assignor hereby assigns to Assignee fifty percent (50%) of all right, title and interest in and to the Mark, together with any goodwill associated therewith, thereby making Assignor and Assignee joint owners of the Mark.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by Assignor and Assignee equally, and their successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's fifty percent (50%) ownership of or title to the Mark.
4. Authorization. Assignor authorizes and requests any official throughout the United States and the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the joint owner of any and all of Assignor's respective rights in the Mark.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the fifty percent interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment
as of the first date written above.

Robert Melillo, Assignor

SCHEDULE A

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|--|--|
| | MARK |
| | BRAIN BALANCE MUSIC (U.S. Reg. No. 2794125) |