

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pro Co Sound, Inc.		11/19/2010	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pro Co Sound Corp.		
<b>Street Address:</b>	281 Lotus Drive		
<b>City:</b>	Jackson		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63755		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3635836	M MOMENTUM	
Registration Number:	3286171	PRO CO	
Registration Number:	3337892	CAT-ALYST	
Registration Number:	3158689	RAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)612-7874		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	314-444-7600		
<b>Email:</b>	tbranson@lewisrice.com		
<b>Correspondent Name:</b>	Terri Branson		
<b>Address Line 1:</b>	Lewis, Rice & Fingersh, L.C.		
<b>Address Line 2:</b>	600 Washington Avenue, Suite 2500		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	027208.46376		
<b>NAME OF SUBMITTER:</b>	Terri Branson		

OP \$115.00 3635836

**900176041**

**TRADEMARK**  
**REEL: 004419 FRAME: 0812**

Signature:	/Terri Branson/
Date:	11/22/2010
Total Attachments: 5 source=ProCoSoundTrademarkAssign#page1.tif source=ProCoSoundTrademarkAssign#page2.tif source=ProCoSoundTrademarkAssign#page3.tif source=ProCoSoundTrademarkAssign#page4.tif source=ProCoSoundTrademarkAssign#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of this 19th day of November, 2010 by Pro Co Sound, Inc., a Michigan corporation ("Assignor"), to Pro Co Sound Corp., a Delaware corporation ("Assignee").

The Assignor and Assignee are parties (with others) to an Asset Purchase Agreement, dated as of November 19, 2010 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from the Assignor, the Assets, including without limitation the Seller Intellectual Property.

In furtherance of the transactions contemplated by the Purchase Agreement, the Assignor desires to irrevocably grant, transfer and assign to Assignee, and Assignee desires to accept the grant, transfer and assignment of, all of the Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names which are Assets, including without limitation those listed on Schedule A annexed hereto and incorporated herein by this reference (the "Transferred Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably sell, convey, assign, transfer and deliver to Assignee, and Assignee hereby purchases, acquires and accepts the grant, transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Transferred Marks, all copies and tangible embodiments of the Transferred Marks (in whatever form or medium), all rights in or licenses to or from a third Person in any of the Transferred Marks, and all past, present or future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of any of the Transferred Marks, together with the goodwill of the business associated with the Transferred Marks, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

Without limiting Section 6.2 of the Purchase Agreement, the Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred Marks and, upon the reasonable request of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to the Transferred Marks in Assignee, its successors, assigns or other legal representatives; and upon the reasonable request of said Assignee, will execute any additional applications for registration, or any part or parts thereof; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation but at the expense of Assignee or Assignee's successors or other legal representatives.

To the extent that the laws of any country prohibit or restrict assignments of pending trademark or service mark applications, the Assignor will assign and transfer such applications as soon as permitted under such country's laws, and until such assignment, the Assignor will permit Assignee to use and exercise its rights in the Transferred Marks in any such country pursuant to

this Assignment. Assignee will be responsible for the prosecution and maintenance of any applicable pending applications after closing. The Assignor hereby agrees to cooperate with Assignee, at Assignee's sole cost and expense, in connection with obtaining, and maintaining such pending applications including, but not limited to, executing any and all lawful documents that may be necessary or desirable in connection with such pending applications. In order to fulfill the Assignor's obligations under this paragraph, the Assignor shall appoint a representative as the Assignor's true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Assignor to take any and all appropriate action and to execute any and all documents to prosecute and maintain such pending applications. In the event that the Assignor fails to cooperate with Assignee in fulfilling the Assignor's obligations under this paragraph, the Assignor hereby appoints Assignee as the Assignor's true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Assignor to take any and all appropriate action and to execute and deliver any and all documents to prosecute and maintain such pending applications.

The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said Transferred Marks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law principles.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed and delivered as of the day and year first set forth above.

ASSIGNEE:

Pro Co Sound Corp.

By: 


Name: Paul Kreie

Title: Chairman of the Board

STATE OF Illinois }  
CITY OF Chicago } ss:

On this 18 day of November, 2010 before me, a Notary Public, personally appeared Paul Kreie, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public in and for said City and State

My Commission Expires 3-2-2011



**ASSIGNOR:**

Pro Co Sound, Inc.

By: 

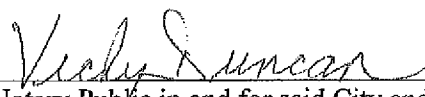
Name: JOHN C. WICKS

Title: CEO

STATE OF Michigan }  
CITY OF Kalamazoo } ss:

On this 19th day of November, 2010, before me, a Notary Public, personally appeared John Wicks, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



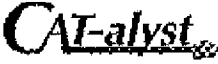

Witness my hand and official seal.

  
Notary Public in and for said City and State

My Commission Expires 01/31/14

VICKY DUNCAN  
Notary Public - State of Michigan  
County of Kalamazoo  
My Commission Expires 01/31/2014  
Acting in the County of Kalamazoo

Schedule A

Title	Trademark Registration Number	Trademark Application Number	Date Filed	Registration Date	Country/State
 <p data-bbox="410 590 594 615">"momentum" logo</p>	3,635,836	77/144795	3/30/2007	6/9/2009	USA
 <p data-bbox="431 831 573 856">"Pro Co" logo</p>	3,286,171	78/883479	5/15/2006	8/28/2007	USA
 <p data-bbox="423 1073 578 1098">"Cat-alyt" logo</p>	3,337,892	77/005302	9/22/06	11/20/2007	USA
 <p data-bbox="451 1262 545 1283">"Rat" logo</p>	3,158,689	78/770000	12/9/2005	10/17/2006	USA