

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
Ultimate Support Systems, Inc.		01/17/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Swift Distribution, Inc.		
Doing Business As:	DBA Ultimate Support Systems, Inc.		
Street Address:	1765 Oak Street		
City:	Torrence		
State/Country:	CALIFORNIA		
Postal Code:	90501		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1725123	ULTIMATE	
Registration Number:	1639035	ULTIMATE	
Registration Number:	1675107	ULTIMATE	
Registration Number:	1862541	ULTIMATE	
Registration Number:	3080983	V-STAND	
Registration Number:	1687795	ULTIMATE	
CORRESPONDENCE DATA			
Fax Number:	(970)224-3175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9702243100		
Email:	Cheryls@idea-asset.com		
Correspondent Name:	Santangelo Law Offices		
Address Line 1:	125 South Howes Third Floor		
Address Line 4:	Fort Collins, COLORADO 80521		

OP \$165.00 1725123

ATTORNEY DOCKET NUMBER:	SWIFT-ULTIIMATE-TRADEMARK
NAME OF SUBMITTER:	Cheryl A. Swanson
Signature:	/Cheryl A. Swanson/
Date:	03/22/2011
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT is effective as of the 17 day of January, 2007, by and between Ultimate Support Sytems, Inc., a Colorado corporation having its principal office at 2506 Zurich Drive, Fort Collins, Colorado 80524 (the "Assignor"), and Swift Distribution, Inc., a California corporation having its principal office at 1765 Oak St. Torrance, CA 90501 (the "Assignee").

WHEREAS, the Assignor owns all rights to trademarks registered with the United States Patent and Trademark Office, the Colorado Secretary of State, and the Trademark Office of Japan for music and entertainment industry-related goods, which registrations are identified in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, the Assignor may use the foregoing trademarks for other unregistered music and entertainment industry-related goods and services and thus may own common law rights in the marks arising from such use;

WHEREAS, the Assignor may use other unregistered marks or previously registered marks to offer music and entertainment industry-related goods and services and thus may own common law rights in those marks arising from such use (all of the aforementioned marks hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, the Assignor and Assignee desire to formalize the assignment of the Assignor's entire right, title and interest worldwide in and to the Trademarks;

NOW, THEREFORE, the parties hereby agree as follows:

The Assignor, for good and valuable consideration, hereby grants and assigns to the Assignee its entire right, title, and interest worldwide to the Trademarks including all goodwill and related business aspects associated with the Trademarks.

The Assignor hereby certifies that the Trademarks are currently in use in commerce, or if not presently in use, have not been knowingly abandoned, having been first used by the Assignor on or in connection with the goods listed in each registration or on similar goods or services through appropriate displays of the mark. The Assignee acknowledges that it is a successor to the business of the Assignor or to the portion of that business to which the marks pertain.

The Assignor warrants that it has the power to validly assign the Trademarks, that it has no reason to not believe it is entitled to the exclusive right to use the Trademarks, and that all of the Trademarks are hereby assigned free and clear of any liens or encumbrances whatsoever. The Assignor also warrants that it knows of no substantial claim either pending or threatened which might adversely affect the rights to exclusively use the Trademarks throughout the United States

which have not been disclosed and that to its knowledge, no other person has any rights or licenses to use any of the Trademarks in their specified fields.

The Assignor agrees to take such other steps and execute such other documents (at Assignee's sole cost and expense) as the Assignee may reasonably require to effectuate the registration or recordation with respect to any of the Trademarks.

In the event any provision of this Agreement is found to be unenforceable, void, or invalid, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect. If any provision of this Agreement, which has been found to be unenforceable, void, or invalid, cannot be modified to make it enforceable, the remaining provisions shall nonetheless remain in full force and effect. This assignment shall be binding on all parties, their heirs, successors, and assigns, and may be recorded in the United States Patent and Trademark Office or other appropriate government repository.

ASSIGNOR:
Ultimate Support Systems, Inc.

By: [Signature]
Print Name: JAMES DISMORE
Title: CEO

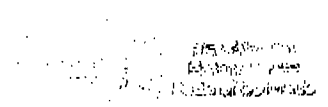
ASSIGNEE:
Swift Distribution, Inc.

By: [Signature]
Print Name: Michael J. Belk
Title: CEO

UNITED STATES OF AMERICA)
STATE OF COLORADO) ss.
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN TO OR ACKNOWLEDGED before me in the County of Larimer, State of Colorado, by James A. Dismore on behalf of Assignor, Ultimate Support Systems, Inc., this 17th day of January, 2007.

WITNESS my hand and official seal.

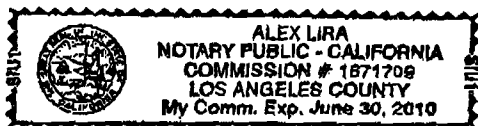


[Signature]
Notary Public
My Commission Expires: 12-8-2008

UNITED STATES OF AMERICA)
STATE OF California)
) ss.
)
COUNTY OF Los Angeles)

SUBSCRIBED AND AFFIRMED OR SWORN TO OR ACKNOWLEDGED before me in the County of Los Angeles, State of California, by Michael J. Belitz on behalf of Assignee, Swift Distribution, Inc., this 17 day of January, 2007.

WITNESS my hand and official seal.





Notary Public
My Commission Expires: June 30, 2010

"EXHIBIT A"

1. Mark: **ULTIMATE**
Serial Number: 74/076,139
Filing Date: 7/6/1990
Registration Date: 10/20/1992
Registration No.: 1,725,123 (Principal Register)
Goods/Services: Class 9 – furniture and equipment; namely, stands, tripods, racks, tables and parts thereof designed for holding and supporting electronics equipment and for use with speech performance, home and events electronic equipment, sound and image equipment, lecterns, microphones, amplifiers, speakers, entertainment systems, mixing boards and slide and movie projectors
2. Mark: **ULTIMATE**
Serial Number: 74/076,127
Filing Date: 7/6/1990
Registration Date: 3/26/1991
Registration No.: 1,639,035 (Principal Register)
Goods/Services: Class 15 – musical instrument stands, tripods, racks, tables and parts thereof for such uses as accepting musical instruments, keyboards, drums, speakers, and the like
3. Mark: **ULTIMATE & Design (bar design)**
Serial Number: 74/037,774
Filing Date: 3/13/1990
Registration Date: 5/19/1992
Registration No.: 1,687,795 (Principal Register)
Goods/Services: Class 15 – adjustable music keyboard stands and parts thereof;
Class 20 – multi-purpose collapsible stands and tables
4. Mark: **ULTIMATE**
Serial Number: 74/076,126
Filing Date: 7/6/1990
Registration Date: 2/11/1992
Registration No.: 1,675,107 (Principal Register)
Goods/Services: Class 20 – multi-purpose stands, tripods, racks, and tables
5. Mark: **ULTIMATE**
Serial Number: 74/800,537
Filing Date: 7/6/1990
Registration Date: 11/15/1994
Registration No.: 1,862,541 (Principal Register)
Goods/Services: Class 20 – furniture, namely, stands, tripods, racks, tables and structural parts thereof designed to hold and support lighting, lights and light controls sold apart therefrom for use in the commercial, industrial, entertainment and recreational fields
6. Mark: **ULTIMATE SUPPORT SYSTEMS & Design ("USS" Design)**
Serial Number: 128202/84 - Japan
Filing Date: 12/10/1984
Registration Date: 7/23/1987

- Registration No.: 1,971,695
Goods/Services: Class 15
7. Mark: **ULTIMATE SUPPORT SYSTEMS**
Serial Number: -- (Colo. State registration)
Filing Date: --
Registration Date: 3/14/1990
Registration No.: 901016582
Goods/Services: Musical instruments and supplies
8. Mark: **ULTIMATE & Design ("Black bar" design)**
Serial Number: -- (Colo. State registration)
Filing Date: --
Registration Date: 3/14/1990
Registration No.: 901016583
Goods/Services: Furniture and upholstery
9. Mark: **ULTIMATE & Design ("Black bar" design)**
Serial Number: -- (Colo. State registration)
Filing Date: --
Registration Date: 3/14/1990
Registration No.: 901016584
Goods/Services: Musical instruments and supplies
10. Mark: **ULTIMATE SUPPORT SYSTEMS & Design ("USS" design)**
Serial Number: -- (Colo. State registration)
Filing Date: --
Registration Date: 3/14/1990
Registration No.: 901016585
Goods/Services: Furniture and upholstery
11. Mark: **V-STAND**
Serial Number: 78/475,635
Filing Date: 8/30/2004
Registration Date: 4/11/2006
Registration No.: 3,080,983 (Supplemental Register)
Goods/Services: Class 9 -- stands for audio equipment, namely, speakers, receivers, microphones and amplifiers, and lighting consoles; Class 15 -- stands for musical instruments
12. Mark: **MUSIKA**
Serial Number: 75/829,917
Filing Date: 10/25/1999
Registration Date: 5/15/2001
Registration No.: 2,450,690 (Principal Register)
Goods/Services: Class 15 -- stands for musical instruments and structural parts therefor; Class 9 -- stands for audio equipment such as speakers, receivers, microphones, amplifiers and the like and structural parts therefor