

## 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
	Carbon Audio, LLC		07/09/2012
	LIMITED LIABILITY COMPANY: DELAWARE		
RECEIVING PARTY DATA			
Name:	Carbon Audio Holdings, LLC		
Street Address:	340 SE 6th Ave.		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97214		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Serial Number:	85394582	CARBON AUDIO
	Serial Number:	85532306	ZOOKA
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ben@slindenelson.com		
Correspondent Name:	Benjamin C. Stoller		
Address Line 1:	111 SW Fifth Ave., Suite 1740		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Benjamin C. Stoller		
Signature:	/Benjamin C. Stoller/		
Date:	08/15/2012		
Total Attachments: 3			
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OP \$65.00 85394582

### Trademark Assignment

This trademark assignment ("Assignment") is entered into as of July 9, 2012 ("Effective Date") by and between Carbon Audio, LLC, a Delaware limited liability company ("Assignor"), and Carbon Audio Holdings, LLC, a Delaware limited liability company ("Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

(A) irrevocably assigns to Assignee:

(1) the entire right, title, and interest, everywhere in the world, to

(a) the trademarks, trademark applications and trademark registrations (including foreign counterparts therefor made under any existing or future international, bi-lateral or multi-lateral trademark conventions, agreements or treaties) set forth in Exhibit 1 attached hereto, and

(b) all of the goodwill of the business symbolized by, or otherwise associated with, the trademarks and registrations set forth in subsection (A)(1)(a) above

(all of the foregoing in this subsection (A)(1), collectively, the "Assigned Marks");

(2) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Marks based on activities occurring prior to the Effective Date hereof or hereafter; and

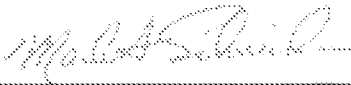
(3) any current or future right to receive royalties based on any of the foregoing; and

(B) agrees upon the request (and at the expense) of Assignee (or its successors, assigns or legal representatives) to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor's name to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings and otherwise take any action, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor's obligations hereunder in connection with securing, perfecting, enforcing and defending the Assigned Marks and Assignee's rights related to this Assignment, and in furtherance of the foregoing Assignor hereby appoints Assignee as Assignor's agent and attorney in fact for, and grants to Assignee a power-of-attorney with full power of substitution, to execute, deliver and file any documents, and perform any acts, Assignee would otherwise lawfully be obligated to execute, deliver, file or perform pursuant to this sub-section (B), with the same legal force and effect as if executed, delivered, filed or performed by Assignor, and such power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignments.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**For Assignor:**


**CARBON AUDIO, LLC**

By:   
Name: Mark A. Schneider  
Title: CEO

Date: July 9, 2012

**For Assignee:**

**CARBON AUDIO HOLDINGS, LLC**

By:   
Name: Mark A. Schneider  
Title: CEO

Date: July 9, 2012

*[Trademark Assignment Signature Page]*

EXHIBIT 1

TRADEMARK APPLICATIONS AND REGISTRATIONS

**Trademark Applications**

Application Serial No.	Filing Date	Description
85394582	8/10/2011	Carbon Audio
85532306	2/2/2012	Zooka