

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AudioOne Corporation		09/12/2012	CORPORATION: CANADA

<b>RECEIVING PARTY DATA</b>	
Name:	McClelland
Street Address:	Easting Close
Internal Address:	Unit A
City:	Worthing
State/Country:	UNITED KINGDOM
Postal Code:	BN14 8HQ, UK
Entity Type:	CORPORATION: UNITED KINGDOM

<b>PROPERTY NUMBERS Total: 1</b>		
Property Type	Number	Word Mark
Registration Number:	3635761	ASHBURY

<b>CORRESPONDENCE DATA</b>	
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:	ip@musicesq.com
Correspondent Name:	Bienstock & Michael, P.C.
Address Line 1:	411 Hackensack Ave.
Address Line 4:	Hackensack, NEW JERSEY 07601

<b>DOMESTIC REPRESENTATIVE</b>	
Name:	Ronald S. Bienstock
Address Line 1:	411 Hackensack Ave.
Address Line 4:	Hackensack, NEW JERSEY 07601

NAME OF SUBMITTER:	Ronald S. Bienstock
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**TRADEMARK**

OP \$40.00 3635761

Signature:	/thesuit/
Date:	09/18/2012
Total Attachments: 6 source=Assignment_Executed_AudioOne#page1.tif source=Assignment_Executed_AudioOne#page2.tif source=Assignment_Executed_AudioOne#page3.tif source=Assignment_Executed_Mclelland#page1.tif source=Assignment_Executed_Mclelland#page2.tif source=Assignment_Executed_Mclelland#page3.tif	

## TRADEMARK and DOMAIN ADDRESS ASSIGNMENT

This Assignment ("Assignment") is made effective as of September 20 12 by and between AudioOne Corporation ("ASSIGNOR"), a Canadian corporation having its principal place of business at 60 Healey Road, Unit 11, Bolton, ON L7E 5A6, and McClelland Music Ltd. ("ASSIGNEE"), a United Kingdom company having a registered address at House, Church Walk Burgess Hill, RH15 9AS, and a UK trading address at Unit A, Easting Close, Worthing, BN14 8HQ, UK.

WHEREAS, ASSIGNOR is the owner of the following U.S. Trademark Registration, Canadian Trademark Registration and Domain Addresses (the "IP"):

United States Trademark:

Registration No. 3635761 for ASHBURY (Sylized) ; and

Canadian Trademark:

Registration No. TMA695519 for ASHBURY (Stylized) ; and

Domain Addresses ("Doman Addresses"):

www.ashburymusicalinstruments.com  
www.ashburymusicalinstruments.ca  
www.ashburymusic.ca

together with the goodwill of the business symbolized thereby in connection with the goods for which the IP is used (the "GOODS").

WHEREAS, ASSIGNOR desires to sell, convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, title, and interest in and to the IP.

NOW, THEREFORE, in consideration of the payment of Fifteen Thousand U.S. Dollars (\$15,000.00 USD) to ASSIGNEE (of which, the prior receipt of Seven Thousand and Five Hundred U.S. Dollars (\$7,500.00 USD) is hereby acknowledged , and the balance of Seven Thousand and Five Hundred U.S. Dollars (\$7,500.00 USD), which is to be paid upon transfer of ownership of the "IP"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S rights, titles, and interests of whatever kind in and to the IP, together with (1) the goodwill of the business relating to GOODS for which the IP is used and for which it is registered, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the IP, including without limitation, damages, and payments for past or future infringements and misappropriations of the IP, and (3) all rights to sue for past, present and future infringements or misappropriations of the IP.

ASSIGNOR and ASSIGNEE further covenant that they will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the IP.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties or other understandings which do not appear within the terms and provisions of this Agreement. This Agreement may be modified only by a writing signed by all Parties.

This Agreement shall be construed according to and governed by the laws of the State of New Jersey. The Parties hereby consent to the jurisdiction of the courts of the State of New Jersey.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which taken together form but one and the same instrument.

This Agreement shall be binding on and shall inure to the benefit of the Parties, their successors in interest, and present and future subsidiaries, assigns or acquirers, including any acquirers of substantially all of the assets of a Party.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNEE:  
McClelland Music Ltd.

ASSIGNOR:  
AudioOne Corporation

By: \_\_\_\_\_  
(An Authorized Representative)

By:   
(An Authorized Representative)

Name: \_\_\_\_\_

Name: Ron Carcone

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_


Date: Sept 18/12

ACKNOWLEDGEMENT

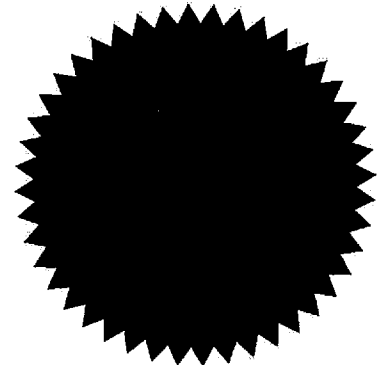
Country of CANADA  
Additional Location Information Bolton, ON )  
)SS:

On this, the 18th day of September, 2012, before me a notary public, the undersigned officer, personally appeared Ronald Larcomb known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**W. ROSS MILLIKEN**  
Barrister & Solicitor  
BOX 225, 49 QUEEN STREET NORTH  
BOLTON, ONTARIO L7E 5T2



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**Registration No. 3635761 for ASHBURY (Stylized) ; and**

Canadian Trademark:

**Registration No. TMA695519 for ASHBURY (Stylized) ; and**

Domain Addresses ("Doman Addresses"):

**www.ashburymusicalinstruments.com  
www.ashburymusicalinstruments.ca  
www.ashburymusic.ca**

together with the goodwill of the business symbolized thereby in connection with the goods for which the IP is used (the "GOODS").

WHEREAS, ASSIGNOR desires to sell, convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, title, and interest in and to the IP.

NOW, THEREFORE, in consideration of the payment of Fifteen Thousand U.S. Dollars (\$15,000.00 USD) to ASSIGNEE (of which, the prior receipt of Seven Thousand and Five Hundred U.S. Dollars (\$7,500.00 USD) is hereby acknowledged , and the balance of Seven Thousand and Five Hundred U.S. Dollars (\$7,500.00 USD), which is to be paid upon transfer of ownership of the "IP"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S rights, titles, and interests of whatever kind in and to the IP, together with (1) the goodwill of the business relating to GOODS for which the IP is used and for which it is registered, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the IP, including without limitation, damages, and payments for past or future infringements and misappropriations of the IP, and (3) all rights to sue for past, present and future infringements or misappropriations of the IP.

ASSIGNOR and ASSIGNEE further covenant that they will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the IP.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties or other understandings which do not appear within the terms and provisions of this Agreement. This Agreement may be modified only by a writing signed by all Parties.

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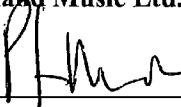
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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNEE:  
McClelland Music Ltd.

By:   
(An Authorized Representative)

Name: PETE MCCLELLAND

Title: MANAGING DIRECTOR

Date: 30/8/12

ASSIGNOR:  
AudioOne Corporation

By: \_\_\_\_\_  
(An Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

