

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/28/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ion Audio, LLC		09/28/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	inMusic Brands, Inc.
Street Address:	200 Scenic View Drive
Internal Address:	Suite 201
City:	Cumberland
State/Country:	RHODE ISLAND
Postal Code:	02864
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85536976	ALL-STAR GUITAR
Registration Number:	3527477	DESK ROCKER
Serial Number:	85580039	DUO DECK
Serial Number:	85173872	HEAR NO EVIL
Registration Number:	2989365	ION
Registration Number:	3034143	ION
Registration Number:	2989383	ION
Serial Number:	85580090	LIVE DRIVE
Registration Number:	3604633	LP2FLASH
Registration Number:	4179676	LP2GO
Registration Number:	3664642	LPDOCK

CH \$415.00 85536976

Registration Number:	3596835	TAPE2PC
Serial Number:	85580144	U TRANSFER
Registration Number:	3612349	U-RECORD
Serial Number:	85584525	VINYL ALIVE
Serial Number:	85584549	VINYL FOREVER

CORRESPONDENCE DATA

Fax Number: 4014550701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 401-455-0700

Email: trademarks@duffysweeney.com

Correspondent Name: Michael F. Sweeney

Address Line 1: One Financial Plaza

Address Line 2: Suite 1800

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	ION - INMUSIC
NAME OF SUBMITTER:	Michael F. Sweeney
Signature:	/Michael F. Sweeney/
Date:	10/02/2012

Total Attachments: 7

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ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "*Agreement*") dated as of September 28, 2012, from **ION Audio, LLC**, a Florida limited liability company ("*Assignor*") to **inMusic Brands, Inc.**, a Florida corporation ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.

And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

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

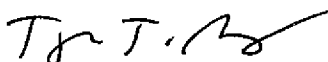
ASSIGNEE:

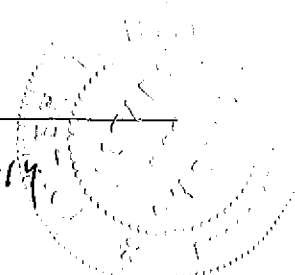
INMUSIC BRANDS, INC.

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RI
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of inMusic Brands, Inc.


Notary Public: 57056
My Commission Expires: 2-27-14



[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

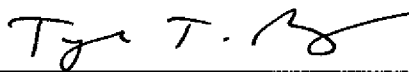
ASSIGNOR:

ION AUDIO, LLC

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RI
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Ion Audio, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of Ion Audio, LLC.


Notary Public: 57056
My Commission Expires: 2-27-14



[Trademark Assignment Signature Page – Assignor]

EXHIBIT A

4828-6670-1073, v. 2

Client: ION Ion Audio, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALL-STAR GUITAR	ALL-STAR GUITAR/ United States of America	Pending 09 Int., 15 Int.	85536976 08-Feb-2012	
DESK ROCKER	DESK ROCKER/ European Community	Registered 09 Int.	979874	25-Sep-2008
DESK ROCKER	DESK ROCKER/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	25-Sep-2008	979874 25-Sep-2008
DESK ROCKER	DESK ROCKER/ United States of America	Registered 09 Int.	77455403 23-Apr-2008	3527477 04-Nov-2008
DUO DECK	DUO DECK/ United States of America	Pending 09 Int.	85580039 26-Mar-2012	
HEAR NO EVIL	HEAR NO EVIL/ United States of America	Published 09 Int.	85173872 10-Nov-2010	
ION	ION/ Australia	Registered 09 Int., 15 Int.	1242293 23-May-2008	1242293 23-May-2009
ION	ION/ Brazil	Registered 15 Int.	828580146 24-Jul-2006	828580146 26-May-2009
ION	ION/ China (Peoples Republic)	Registered 15 Int.	4102584	4102584 21-Apr-2007
ION	ION/ Germany	Registered 09 Int., 15 Int.	11-Dec-2006	30675947.0 02-Feb-2007
ION	ION/ Hong Kong	Registered 15 Int.	10-Jun-2004	300230651 09-Dec-2004
ION	ION/ Taiwan	Registered 15 Int.	093026845	1146053 01-Apr-2005
ION	ION cl. 15/ United Kingdom	Registered 15 Int.		2441309B 13-Dec-2006
ION	ION/ United Kingdom	Registered 09 Int.	2441309A 13-Dec-2006	2441309A 13-Dec-2006
ION	ION/ United States of America	Registered 15 Int.	78425415 26-May-2004	2989365 30-Aug-2005
ION & design	ION & design/ Australia	Registered 09 Int., 15 Int.	1242294 23-May-2008	1242294 23-May-2009
ION & design	ION & design/ Brazil	Registered 15 Int.	828580138 24-Jul-2006	828580138 26-May-2009

Client: ION Ion Audio, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ION & design	ION & design/ China (Peoples Republic)	Registered 15 Int.	4102585	4102585 21-Apr-2007
ION & design	ION & design/ Germany	Registered 09 Int., 15 Int.	11-Dec-2006	30675948.9 02-Feb-2007
ION & design	ION & design/ Hong Kong	Registered 15 Int.	10-Jun-2004	300230660 09-Dec-2004
ION & design	ION & design/ Taiwan	Registered 15 Int.	093026847	1146054 01-Apr-2005
ION & design	ION & design/4 United Kingdom	Registered 15 Int.	2441310B 13-Dec-2006	2441310B 13-Dec-2006
ION & design	ION & design/3 United Kingdom	Registered 09 Int.	2441310A 13-Dec-2006	2441310A 13-Dec-2006
ION & design	ION & design c.9/ United States of America	Registered 09 Int.	78229449 25-Mar-2003	3034143 27-Dec-2005
ION & design (cl. 15)	ION & design c15/15 United States of America	Registered 15 Int.	78428380 02-Jun-2004	2989383 30-Aug-2005
ION and Design	ION and Design/2 India	Pending 09 Int., 15 Int.	2279682 08-Feb-2012	
ION and design	ION/2 United Kingdom	Registered 09 Int.	2441310A 13-Dec-2006	2441310A 13-Dec-2006
LIVE DRIVE	LIVE DRIVE/ United States of America	Pending 09 Int.	85580090 26-Mar-2012	
LP2FLASH	LP2FLASH/ European Community	Registered 09 Int.		979872 25-Sep-2008
LP2FLASH	LP2FLASH/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	25-Sep-2008	979872 25-Sep-2008
LP2FLASH	LP2FLASH/ Japan	Registered 09 Int.		979872 25-Sep-2008
LP2FLASH	LP2FLASH/ United States of America	Registered 09 Int.	77436794 01-Apr-2008	3604633 07-Apr-2009
LP2GO	LP2GO/ European Community	Registered 09 Int.		983614 23-Oct-2008
LP2GO	LP2GO/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	23-Oct-2008	983614 23-Oct-2008

Client: ION Ion Audio, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
LP2GO	LP2GO/ Japan	Registered 09 Int.	23-Oct-2008	983614 23-Oct-2008
	LP2GO/ United States of America	Registered 09 Int.	77564589 08-Sep-2008	4179676 24-Jul-2012
LPDOCK	LPDOCK/ European Community	Registered 09 Int.	979875 06-Nov-2008	979875 25-Sep-2008
	LPDOCK/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	25-Sep-2008	979875 25-Sep-2008
LPDOCK	LPDOCK/ United States of America	Registered 09 Int.	77455396 23-Apr-2008	3664642 04-Aug-2009
	TAPE2PC/ European Community	Registered 09 Int.	13-Nov-2008	980464 02-Oct-2008
TAPE2PC	TAPE2PC/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	02-Oct-2008	980464 02-Oct-2008
	TAPE2PC/ Japan	Registered 09 Int.	980464 13-Nov-2008	980464 02-Oct-2008
TAPE2PC	TAPE2PC/ United States of America	Registered 09 Int.	77514284 03-Jul-2008	3596835 24-Mar-2009
	U TRANSFER/ United States of America	Pending 9	85580144 26-Mar-2012	
U-RECORD	U-RECORD/ European Community	Registered 09 Int.	994940 17-Feb-2009	994940 17-Feb-2009
	U-RECORD/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	994940 17-Feb-2009	994940 17-Feb-2009
U-RECORD	U-RECORD/ Japan	Registered 09 Int.		994940 17-Feb-2009
	U-RECORD/ United States of America	Registered 09 Int.	77586137 06-Oct-2008	3612349 28-Apr-2009
VINYL ALIVE	VINYL ALIVE/ United States of America	Pending 09 Int.	85584525 30-Mar-2012	
	VINYL FOREVER/ United States of America	Pending 09 Int.	85584549 30-Mar-2012	