

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
Zenph Sound Innovations, Inc.		07/13/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Online Music Network, Inc.		
Street Address:	2 Davis Drive		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85273418	REPERFORM	
Registration Number:	3327669	RE-PERFORMANCE	
Registration Number:	3175284	ZENPH	
Registration Number:	3392543	ZENPH	
CORRESPONDENCE DATA			
Fax Number:	9198299696		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198294309		
Email:	tmgroup@hutchlaw.com, dwhite@hutchlaw.com		
Correspondent Name:	Devon White, Hutchison Law Group		
Address Line 1:	5410 Trinity Road		
Address Line 2:	Suite 400		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	ZEN.21000		

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TRADEMARK
 REEL: 004894 FRAME: 0620

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NAME OF SUBMITTER:	Devon E. White
Signature:	/DEW/
Date:	11/06/2012
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS, AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS, COPYRIGHTS AND GOODWILL**

7-13, 2012

Effective as of the date set forth above (the "**Effective Date**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Zenph Sound Innovations, Inc., a Delaware corporation ("**Assignor 1**"), does hereby sell, assign, transfer and set over to SQUARE 1 BANK, a North Carolina bank ("**Assignor 2**"), all of Assignor 1's worldwide rights, title and interest in and to the trademarks and service marks and registrations and copyrights thereof listed on **Exhibit A** attached hereto (collectively, the "**Intellectual Property**"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Intellectual Property are used and which is symbolized by the Intellectual Property and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor 1 if this assignment had not been made.


Also, effective as of the date set forth above (the "**Effective Date**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SQUARE 1 BANK, a North Carolina bank ("**Assignor 2**"), does hereby sell, assign, transfer and set over to Online Music Network, Inc., a Delaware corporation ("**Assignee**"), all of Assignor 2's worldwide rights, title and interest in and to the trademarks and service marks and registrations and copyrights thereof listed on **Exhibit A** attached hereto (collectively, the "**Intellectual Property**"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Intellectual Property are used and which is symbolized by the Intellectual Property and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor 2 if this assignment had not been made.

Assignor 2 agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor 2's right, title and interest in and to the Intellectual Property and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor 2.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ZENPH SOUND INNOVATIONS, INC.

By: 

Name: D. Kirk Owen

Title: CEO

Date: 7-13-12

SQUARE 1 BANK


By: 

Name: V. DeMan

Title: CP

Date: 7/13/12

ONLINE MUSIC NETWORK, INC.

By: 

Name: D. Kirk Owen

Title: CEO

Date: 7-13-12

EXHIBIT A

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS, AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS, COPYRIGHTS AND GOODWILL**

Mark	Appl. No.	Reg. No.	Reg. Date	Goods/Services
REPERFORM	85/273,418			Computer software for manipulating digital audio information for use in music performance and recording; Educational computer software for analyzing music performance styles, Class 9 Computer software development in the field of software for creating, producing, and editing music and sounds, Class 42
RE-PERFORMANCE	78/864,640	3,327,669	10/30/2007	Downloadable musical sound recordings and pre-recorded CDs featuring music, Class 9
ZENPH	78/590,823	3,175,284	11/21/2006	Music composition and transcription services for others; sound recording studio services; audio recording services; production of musical recordings; music publishing services; entertainment services, namely, live music performances, Class 41
ZENPH	77/078,270	3,392,543	03/04/2008	Downloadable music recordings, Class 9

Title	Copyright No.	Date of Registration
Art Tatum: Piano Starts Here.	PAu003556836	2011
Art Tatum: Piano Starts Here.	PA0001740742	2008

HLG: 339158