

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
Ultra Records, Inc.		12/20/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Ultra Records, LLC		
Street Address:	235 West 23rd Street		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77961935	ULTRA	
Registration Number:	2308129	ULTRA	
Registration Number:	3009876	ULTRA	
CORRESPONDENCE DATA			
Fax Number:	9147234301		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-723-4300		
Email:	rduff@lslp.com		
Correspondent Name:	Renee L. Duff		
Address Line 1:	Lackenbach Siegel LLP		
Address Line 2:	One Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
ATTORNEY DOCKET NUMBER:	ULTRA.GEN		

OP \$90.00 77961935

NAME OF SUBMITTER:	Renee L. Duff
Signature:	/RLD/
Date:	02/04/2013
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (this "Assignment") is made and entered into effective as of December 20, 2012 by and between **Ultra Records, Inc.**, a New York corporation ("Assignor"), and **Ultra Records, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademark applications and registrations for the marks set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Marks, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Marks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Marks to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR:

ULTRA RECORDS, INC.

By: 

Name: Patrick Moxey

Title: President

ASSIGNEE:

ULTRA RECORDS, LLC

By: 

Name: Patrick Moxey

Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

TRADEMARK
REEL: 004955 FRAME: 0507

SCHEDULE A

Marks

Reg. No./ Serial No.:	Title of Mark:	Classes:	Filing Date/Registration Date:
2,308,129	ULTRA	9	Registered: January 18, 2000
3,009,876	ULTRA	9	Registered: November 1, 2005
77/961,935	ULTRA	9	Filed: March 18, 2010