

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
Abraham Wechter		07/29/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sweetwater Sound, Inc.		
Street Address:	5501 US Hwy 30		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46818		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3954436	PATHMAKER	
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:	witmer@carsonboxberger.com		
Correspondent Name:	Jacque R. Wilson		
Address Line 1:	301 W. Jefferson Blvd., Suite 301		
Address Line 4:	Fort Wayne, INDIANA 46802		
NAME OF SUBMITTER:	Jacque R. Wilson		
Signature:	/Jacque R. Wilson/		
Date:	10/17/2013		
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Recordation Form#page1.tif source=Recordation Form#page2.tif source=Recordation Form#page3.tif			

OP \$40.00 3954436

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Sweetwater Sound, Inc. ("Assignor") and Abraham Wechter ("Assignee").

WHEREAS, Assignor is the owner of: the following "Trademarks"

- 1. The federally registered literal trademark, PATHMAKER (U.S. Trademark Registration No. 3954436)
- 2. The common law trademark, WECHTER; and
- 3. The common law trademark, WECHTER GUITARS; and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

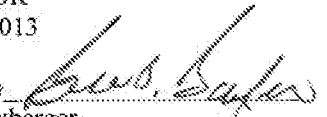
NOW, the parties agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign to Assignee all of Assignor's rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
- 2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$300, payable on or before July 29, 2013.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor represents and warrants that it has the authority to enter into this Agreement;
 - (b) Assignor does not represent or warrant that it is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) Assignor does not represent or warrant that the Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) Assignor does not represent or warrant that the Trademarks do not infringe the rights of any person or entity;
 - (e) Assignor does not represent or warrant that there are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks; and
 - (g) Assignor represents and warrants that is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.
- 6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Agreement.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the state Indiana and the United States. Both parties shall submit to the jurisdiction and venue of federal and state courts in the Northern District of Indiana and Allen County, Indiana, respectively.

ASSIGNEE
July 29, 2013

Signature: 
Abraham Wechter

ASSIGNOR
July 29, 2013

Signature: 
Bruce Boxberger
General Counsel, Sweetwater Sound, Inc.