

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
Zinky Electronics LLC		09/20/2013	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	Abasara Audio LLC
Street Address:	200 Wilson St. Unit A3
City:	Port Jefferson Station
State/Country:	NEW YORK
Postal Code:	11776
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3187017	SUPRO
Registration Number:	3085046	
Registration Number:	3038579	
Registration Number:	2968781	SUPRO
Registration Number:	2970326	SUPRO
Registration Number:	3334807	SUPRO
Registration Number:	3301443	SUPRO
Registration Number:	3301444	SUPRO
Registration Number:	3311327	
Registration Number:	3393615	

CORRESPONDENCE DATA

Fax Number: 5163659805

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

CH \$265.00 3187017

via US Mail.

Phone: 5163659802
Email: dhentze@collardroe.com
Correspondent Name: Collard & Roe, P.C.
Address Line 1: 1077 Northern Blvd.
Address Line 4: Roslyn, NEW YORK 11576

ATTORNEY DOCKET NUMBER:	023204
NAME OF SUBMITTER:	Stewart J. Bellus
Signature:	/sjb/
Date:	02/10/2014

Total Attachments: 7

source=Absara Trademark Assignment#page1.tif
source=Absara Trademark Assignment#page2.tif
source=Absara Trademark Assignment#page3.tif
source=Absara Trademark Assignment#page4.tif
source=Absara Trademark Assignment#page5.tif
source=Absara Trademark Assignment#page6.tif
source=Absara POA#page1.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of September 20, 2013, by Zinky Electronics, LLC, an Arizona limited liability company ("Seller"), in favor of Absara Audio LLC, a California limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement, dated September 3, 2013 (the "Purchase Agreement"); and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain trademarks of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"):

(a) the trademark registrations and applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Handwritten initials: "BZ" and "BB".

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Representations and Warranties.** Seller and Seller's members, Bruce Zinky and Annette Zinky (collectively, the "Members") jointly and severally, hereby make the following representations and warranties to Buyer, its successors and assigns, and acknowledge and confirm that Buyer is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, notwithstanding any investigation made by Buyer or on Buyer's behalf:

(a) Seller is the exclusive owner of all right, title and interest, including, but not limited to, all intellectual property rights and goodwill, in the Assigned Trademarks, and the execution and performance of this Agreement will vest in Buyer all right, title and interest in and to the Assigned Trademarks;

(b) The Assigned Trademarks are free of any liens, security interests, encumbrances or licenses;

(c) The Assigned Trademarks do not infringe the rights of any person or entity;

(d) There are no claims, pending or threatened, against Seller or any of its customers with respect to the Assigned Trademarks;

(e) This Agreement is valid, binding and enforceable on Seller in accordance with its terms in all jurisdictions pertaining hereto;

(f) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement;

(g) That Seller has the full right to convey the entire right, title and interest in the Trademarks, goodwill and rights herein assigned, and that Seller will not take any action, use any trademark or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein;

BZ BB

(h) Seller has no other trademark registrations directly or indirectly relating to the Supro Business, or any similar variation thereof, nor has Seller filed any trademark applications to register any such trademark anywhere in the world; and

(i) the Seller shall not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment hereunder.

(j) Seller has not entered into any licenses, sub-licenses, settlement, co-existence or other agreements or arrangements with any entity concerning the Assigned Trademarks, other than those agreements or arrangements already disclosed in writing to Buyer and set forth in the Purchase Agreement.

(k) Seller has made fairly continuous use of the Assigned Trademarks in each jurisdiction, there has not been any extensive period during which use of the Assigned Trademarks has not been made, and Seller has not taken (or failed to take) any action that would cause the Assigned Trademarks to be considered "abandoned" in any jurisdiction.

5. **Indemnification by Seller.** Seller and the Members, jointly and severally, agree to indemnify, defend and hold Buyer harmless, at any time after the Closing, from and against any and all losses, costs, damages, liabilities, interest, penalties, settlements, judgments or expenses, including, but not limited to, reasonable attorney's fees and expenses, asserted against, resulting from, imposed upon or incurred by Buyer, directly or indirectly, arising out of or in connection with the breach or inaccuracy of any of the representations or warranties of Seller or the Members made in or pursuant to this Agreement.

6. **Miscellaneous.**

(a) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

(b) Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

BB

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

SELLER:

ZINKY ELECTRONICS, LLC

By: 
Annette Zinky, Member


By: 
Bruce Zinky, Member

Acknowledged and Accepted by:

BUYER:

ABSARA AUDIO LLC







By:  9/20/13
Brian Bethke, Member






 9/20/13
David Koltai

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE 1

**ASSIGNED TRADEMARKS, REGISTRATIONS
AND TRADEMARK APPLICATIONS**

	Country	Registration No.	Goods	Mark	Status
1	U.S.	3187017	Class 9: Musical instrument amplifiers.	SUPRO	Incontestable
2	U.S.	3085046	Class 15: Musical instruments, namely, guitars and parts for guitars in the nature of necks, bodies, strings and pick guards.		Incontestable
3	U.S.	3038579	Class 15: Guitars and necks for guitars.	Headstock 	Registered
4	U.S.	2968781	Class 15: Musical instruments, namely, guitars and parts for guitars in the nature of necks, bodies, strings and pick guards.	SUPRO	Incontestable
5	U.S.	2970326	Class 9: Electronic musical equipment, namely, amplifiers, electronic effects in the nature of signal processors, and parts therefor, namely, pedals and speakers - excluding headsets and parts therefor, namely, headset microphones, headset ear-pieces and headset headbands.	SUPRO	Incontestable
6	U.S.	3334807	Class 25: Shirts, jackets and headwear.		Incontestable
7	U.S.	3301443	Class 15: Stringed instrument accessories, namely, picks, strings and cases.	SUPRO	Incontestable
8	U.S.	3301444	Class 9: Musical instrument electronic equipment parts and accessories, namely, pickups speakers, speaker cabinets, foot pedal controls and protective covers.	SUPRO	Incontestable
9	U.S.	3311327	Class 9: Electronic musical equipment, namely amplifiers, speaker cabinets, pickups and parts therefor, namely, speakers, foot pedal controls and protective covers.		Incontestable
10	U.S.	3393615	Class 15: Stringed instruments, namely, guitars and basses.	Body 	Registered
11	Canada	TMA677114	Class 15: Musical instruments, namely, guitars and parts for guitars including necks, bodies, strings and pick guards.		Registered
12	Canada	TMA677047	Class 15: Musical instruments, namely, guitars and parts for guitars including necks, bodies, strings and pick guards.	SUPRO	Registered

13	Canada	TMA677111	Class 15: Stringed instruments, namely guitars and necks for guitars.	Headstock 	Registered
14	Canada	TMA677092	Class 9: Electronic musical equipment, namely, amplifiers, electronic effects in the nature of signal processors, and parts therefor, namely, pedals and speakers.		Registered
15	Canada	TMA677046	Class 9: Electronic musical equipment, namely, amplifiers, electronic effects in the nature of signal processors, and parts therefor, namely, pedals and speakers.	SUPRO	Registered
16	European Community	918346	Class 9: Musical instrument amplifiers. Class 15: Musical instruments, namely, guitars and parts for guitars in the nature of necks, bodies, strings and pick guards.	SUPRO	Registered
17	Japan	918346	Class 9: Musical instrument amplifiers. Class 15: Musical instruments, namely, guitars and parts for guitars in the nature of necks, bodies, strings and pick guards.	SUPRO	Registered
18	European Community	915327	Class 25: Shirts, jackets and headwear.		Registered
19	Japan	915327	Class 25: Shirts, jackets and headwear.		Registered
20	Japan	917319	Class 15: Stringed instruments, namely guitars and necks for guitars.	Headstock 	Registered
21	European Community	005676077	Class 9: Amplifiers; musical instrument amplifiers; parts and fittings for all the aforesaid goods. Class 15: Musical instruments; stringed musical instruments; necks for stringed musical instruments; parts and fittings for all the aforesaid goods.	SUPRO	Registered

Bz BB


POWER OF ATTORNEY

Assignee of the U.S. Trademark Registrations referenced herein hereby appoints COLLARD, & ROE, P.C., a firm composed of STEWART J. BELLUS and SARA M. DORCHAK, attorneys at law, of 1077 Northern Boulevard, Roslyn, New York 11576, (516) 365-9802, to transact all business in the Patent and Trademark Office in connection with the application, with full power of substitution and revocation, and to receive all documents and PTO communications relating to the registration. The company simultaneously revokes all previous powers granted.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assignee appoints STEWART J. BELLUS and SARA M. DORCHAK, whose postal address is 1077 Northern Boulevard, Roslyn, New York 11576, as its domestic representatives, upon whom Notice of Proceedings or Process may be served.

ABSARA AUDIO LLC


Name: Brian Bethke
Title: CEO

Date: 2/9/14

COLLARD & ROE, P.C.
1077 NORTHERN BLVD.
ROSLYN, NY 11576