

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
	Rapco Professional Sound Company		02/18/2014
			Entity Type
			CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Rapco International, Inc.		
Street Address:	3581 Larch Lane		
City:	Jackson		
State/Country:	MISSOURI		
Postal Code:	63755		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1316897	RIMSHOT
CORRESPONDENCE DATA			
Fax Number:	3148844472		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(314) 552-4072		
Email:	ip@evans-dixon.com		
Correspondent Name:	Evans & Dixon, LLC		
Address Line 1:	211 N. Broadway, Suite 2500		
Address Line 2:	Metropolitan Square		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	10674-21		
NAME OF SUBMITTER:	Cathy J. Futrowsky		
Signature:	/Cathy J. Futrowsky/		
Date:	02/27/2014		
Total Attachments: 1 source=Assignment#page1.tif			

CH \$40.00 1316897

ASSIGNMENT OF TRADEMARK

ASSIGNMENT from **Rapco Professional Sound Company**, a Canadian corporation, having an address of 91-94 Pelham Avenue, Toronto, Ontario, Canada M6N 1A5 ("Assignor") to **Rapco International, Inc.**, a Delaware corporation with an address of 3581 Larch Lane, Jackson, Missouri 63755 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark RIMSHOT, U.S. Registration No. 1,316,897, together with the goodwill of the business associated therewith (the "Trademark");

WHEREAS, Assignor has agreed to transfer to Assignee, and Assignor has agreed to acquire, all right, title and interest of Assignor in and to the Trademarks together with the goodwill associated therewith;

NOW, THEREFORE, to All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns forever, its entire right, title and interest in and to the Trademarks, together with the goodwill associated therewith, along with the right to recover for damages and profits for past infringements of the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives forever, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment and sale set forth herein not been made.

Assignor warrants that it is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been otherwise previously pledged, assigned or encumbered and that this Assignment does not infringe the rights of any person. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the Trademarks, including, without limitation, recordation of the assignment in the United States Patent and Trademark Office.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on this 18 day of FEB, 2014.

RAPCO PROFESSIONAL SOUND COMPANY

By: Dale W. Williams

Printed Name: Dale W. Williams

Title: President

RAPCO INTERNATIONAL, INC.

By: Dale W. Williams

Printed Name: Dale W. Williams

Title: President