

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorxAudio Technologies, Inc.		06/16/2014	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PreSonus Audio Electronics, Inc.		
Street Address:	18011 Grand Bay Court		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70809		
Entity Type:	CORPORATION: LOUISIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85335665	WORXAUDIO	
CORRESPONDENCE DATA			
Fax Number:	3367147395		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-714-7394		
Email:	radamson@webllp.com		
Correspondent Name:	Regan Adamson		
Address Line 1:	1076 W. Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	1523		
NAME OF SUBMITTER:	Regan Adamson		
SIGNATURE:	/rka/		
DATE SIGNED:	06/16/2014		
Total Attachments: 4			
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OP \$40.00 85335665

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (this "Assignment"), is entered into by and between WorxAudio Technologies, Inc., a North Carolina corporation ("Assignor"), and PreSonus Audio Electronics, Inc., a Louisiana corporation ("Assignee"), effective as of June 16, 2014.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated June 16, 2014 ("Asset Purchase Agreement"), whereby Assignee has acquired all right, title and interest in and to the certain trademarks listed on Exhibit A attached hereto (collectively, the "Marks") together with (i) any and all goodwill of the business associated with the Marks (the "Goodwill") and (ii) any and all causes of action, claims and demands arising from any infringement, including past infringements, of the Marks ("Causes of Action"); and

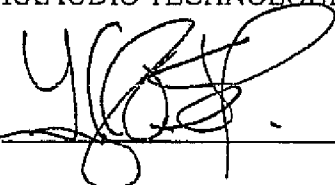
WHEREAS, Assignor and Assignee desire to confirm of record and effectuate the assignment to Assignee all right, title and interest in and to the Marks together with the Goodwill and the Causes of Action.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements and covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks together with (i) all Goodwill and (ii) all Causes of Action, and Assignee hereby accepts such assignment.
2. Assignor shall without further consideration perform such other lawful acts and execute such additional lawful documents as Assignee may reasonably request from time to time to fully effect this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks and all other rights conveyed hereby.
3. This Assignment shall be governed by the laws of Louisiana, without regard to its conflicts of laws provisions. Nothing in this Assignment shall be deemed to amend, modify or otherwise affect any provision of the Asset Purchase Agreement, which shall remain in full force and effect following the date hereof in accordance with its terms. This Assignment is given pursuant to and subject to the Asset Purchase Agreement, and, in the event of any conflict between the terms of this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

WORXAUDIO TECHNOLOGIES, INC.

By:  _____

Hugh K. Sarvis, Jr.

Printed name

Chief Executive Officer

Title

PRESONUS AUDIO ELECTRONICS,
INC.

By: _____

Jim Mack

Printed Name

Chief Executive Officer

Title


[SIGNATURE PAGE TO CONFIRMATORY TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

WORXAUDIO TECHNOLOGIES, INC.

PRESONUS AUDIO ELECTRONICS,
INC.

By: _____

By:  _____

Hugh K. Sarvis, Jr. _____

Jim Mack _____

Printed name

Printed Name

Chief Executive Officer _____

Chief Executive Officer _____

Title

Title

[SIGNATURE PAGE TO CONFIRMATORY TRADEMARK ASSIGNMENT]

EXHIBIT A

Trademarks

- The "WorxAudio" name and mark.¹
- The following trademarks and trade names²:
 - o Wave Series
 - o UltraWave
 - o UltraMax
 - o Max Series
 - o TrueLine
 - o X Series
 - o V Series
 - o FlatWave Former
 - o Acoustic Integrating Module (AIM)
 - o TrueRig
 - o You Only Louder

¹ "WorxAudio" is registered in the United States (USPTO Serial Number 85335665). Assignor began registration process for trademark in China; however initial application was not approved based on another party's the use of the name "Worx" in connection with a different industry (power tools/yard equipment). Assignor has not continued to pursue registration in China and has not pursued any other registration.

² All are unregistered.