

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audiomakers, Inc.		04/30/2015	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	LDB Enterprises, Inc.		
Street Address:	7505 E. Main Street		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2472526	AUDIOMAKERS	
CORRESPONDENCE DATA			
Fax Number:	6027955896		
<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:	(602) 441-1072		
Email:	michael@mkcfirm.com		
Correspondent Name:	Michael A. Cordier		
Address Line 1:	2828 N. Central Avenue		
Address Line 2:	Suite 1110		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	2198-001		
NAME OF SUBMITTER:	Michael A. Cordier		
SIGNATURE:	/Michael A. Cordier/		
DATE SIGNED:	03/16/2016		
Total Attachments: 4			
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OP \$40.00 2472526

BILL OF SALE AND ASSIGNMENT

AUDIOMAKERS, INC., an Arizona corporation ("Seller"), operating an on hold messaging and media business (the "Business"), for and in consideration of the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Asset Purchase Agreement, dated March 11, 2015, does hereby grant, sell, assign, transfer, convey, set over and deliver to LDB ENTERPRISES, INC., an Arizona corporation, dba America On Hold ("Purchaser"), to have and to hold the same for itself and its successors and assigns forever, all of the assets and properties of Seller located in Arizona set forth below, whether real, personal or mixed, contingent or vested, tangible or intangible, and all right, title and interest, legal and equitable, of Seller in or to any and all such assets and properties, as the same exist on the date hereof and as set forth below:

- (a) All inventory of Seller relating to the Business.
- (b) All telephone numbers used in connection with the Business.
- (c) All equipment, furniture, fixtures, furnishings, office equipment and all other tangible or intangible personal property, wherever located, owned by Seller and used or intended for use by it in connection with the Business, including, but not limited to, all of the foregoing listed in Exhibit A hereto, except for those items listed in Exhibit B to the Asset Purchase Agreement a copy of which is attached hereto.
- (d) All of Seller's trademarks, service marks and trade names used in or necessary to the operation of the Business as now conducted and all licenses pursuant to which Seller may be entitled to use any of the foregoing.
- (e) All of Seller's books, records, and correspondence pertaining to the Business or to any of the assets or properties being transferred hereby, other than Seller's corporate minute books, stock books, records, tax filings, employee files, pre-closing accounts receivable documents, intercompany receivables documents and financials.
- (f) All of the goodwill relating to the Business in regard to customer relations/ market position/ product technology, etc.
- (g) All of Seller's rights and interests in, to and under all agreements and contracts relating to the Business to which Seller is a party.
- (h) All rights of Seller under express or implied warranties from its suppliers with respect to the assets or properties of Seller being transferred hereby.

This Bill of Sale and Assignment shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Purchaser and its successors and assigns.

Nothing contained herein shall release Seller from any of its obligations under or pursuant to any of the covenants, agreements, representations, warranties or indemnities of Seller set forth in the Asset Purchase Agreement, dated March 11, 2015, by and among Purchaser, Seller and Seller's affiliate.

Seller shall execute and deliver any additional documents or instruments reasonably requested by Purchaser to evidence the transfer of the foregoing assets and properties.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale and Assignment this 30th day of April, 2015.

AUDIOMAKERS, INC.

By: _____

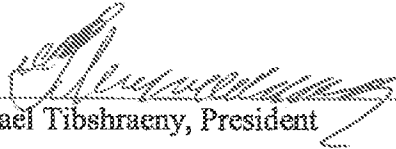

Michael Tibshraeny, President

EXHIBIT A

All Equipment, Furniture and Fixtures (including Computers, Software, and Related Licenses)
Tradenames and Trademarks
Website
All Customer Lists and Contracts
Goodwill

EXHIBIT "B"

EXCLUDED ASSETS

1. Accounts Receivable as of date of Close.
2. All of Sellers' bank accounts and funds as well as any funds in financial accounts
3. All Intercompany Receivables between Sellers
4. All of Sellers' Company accounting records
5. Employee Files

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