

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sound Arts, Inc.		11/11/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brain Balance Music, Inc.		
<b>Street Address:</b>	958 Bowling Green Drive		
<b>City:</b>	Westbury		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11590		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2794125	BRAIN BALANCE MUSIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8655234478		
<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>			
<b>Phone:</b>	8655464305		
<b>Email:</b>	mbradford@luedeka.com		
<b>Correspondent Name:</b>	Michael J. Bradford		
<b>Address Line 1:</b>	P. O. Box 1871		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901		
<b>ATTORNEY DOCKET NUMBER:</b>	74479.M1		
<b>NAME OF SUBMITTER:</b>	Michael J. Bradford		
<b>SIGNATURE:</b>	/Michael J. Bradford/		
<b>DATE SIGNED:</b>	11/12/2020		
<b>Total Attachments: 3</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of November 11, 2020 (the "Assignment") between Sound Arts, Inc., a New York Corporation with an address of 958 Bowling Green Drive, Westbury, NY 11590 (the "Assignor") and Brain Balance Music, Inc., a New York Corporation with an address of 958 Bowling Green Drive, Westbury, NY 11590 (the "Assignee").

WHEREAS, Assignor is/was the owner of fifty percent (50%) right, title, and interest in and to the trademark listed in Schedule A (the "Mark");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee the entire owned interest in and to the right and title in the Mark;

WHEREAS, Assignor previously assigned the Mark to Assignee pursuant to the assignment recorded with the U.S. Trademark Office at Reel/Frame 005282/0745, and the present assignment is intended to confirm such assignment and the efficacy thereof;

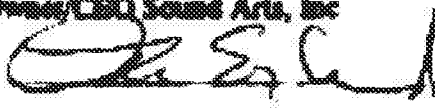
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all owned right, title, and interest in and to the Mark, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by Assignee, and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents Assignee reasonably determines are required to perfect Assignee's fifty percent (50%) ownership of or title to the Mark acquired from Assignor.
4. Authorization. Assignor authorizes and requests any official throughout the United States and world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as owner of any and all of Assignor's respective rights in the Mark.
5. Right to Convey. Assignor hereby covenants it has full right to convey the fifty percent interest herein assigned and it has not executed, and will not execute any conflict herewith.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of North Carolina exclusive of the application of conflict of laws principles, except federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

**Lise Erhard**

**Owner/CEO Sound Arts, Inc**

A handwritten signature in black ink, appearing to read "Lise Erhard", written over the typed name.

**EXHIBIT "A"**

Mark

BRAIN BALANCE MUSIC

Registration No.

2,794,125