Form PTO-1594 2/20/03
(Rev. 10/02)
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03-10-2003

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
▼ 3-10-03 ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):Brian Moldo

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other: Assignee for the benefit of creditors of ___ Cerwin Vega, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: C.V. Acquisition Corp._____
Internal Address:_____
Street Address:_3000 SW 42 Street_____
City:_Hollywood_____State:_FL_____Zip:_33312___

☐ Individual(s) citizenship_____
☐ Association_____
☐ General Partnership_____
☐ Limited Partnership _____
☒ Corporation-State____Florida_____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other_____

Execution Date:_____October 7, 2002___

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,240,045; 1,915,796;

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:___J. Brock McClane_____
Internal Address:_____
Street Address:___215 E. Livingston Street_____
City:_Orlando_____ State:__FL_____ Zip:32801___

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....$__165.00_____

☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

_____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Brock McClane — Name of Person Signing
J. Brock McClane — Signature
Feb. 20, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/12/2003 TDIAZ1 00000005 2240045

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP
03 FC:8524 120.00 OP

Continuation of 4B

1,600,526; 1,228,286; 1,072,135; 1,060,670

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") effective as of _____, 2002 ("Effective Date"), is executed between **Byron Z. Moldo, Esq., Assignee for the Benefit of Creditors of Cerwin-Vega, Inc.** ("Assignor"), and **C.V. Acquisition Corp., a Florida corporation** ("Assignee").

RECITALS

A. Cerwin-Vega, Inc. adopted, used, and was using up to the date of the Assignment for the Benefit of Creditors to Assignor, and was the sole and exclusive owner of the trademarks set forth and described in Exhibit "A" hereto, as well as other common law trademarks not registered with the U.S. Patent and Trademark Office or the Patent and Trademark Office of any other country, and other trademarks not yet identified by the parties (the "Trademarks"); and

B. Assignor desires to assign all of Assignor's right, title and interest in the Trademarks to Assignee; and

C. Assignee has succeeded to that portion of the business, assets and appurtenant goodwill of Cerwin-Vega, Inc. represented by the Trademarks.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Trademarks, and all registrations therefor, together with the goodwill of the business symbolized by said Trademarks and the registrations thereof. This Assignment of the Trademarks shall extend to Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all claims for damages and all other legal, equitable or statutory remedies arising from all past, present or future claims for infringement or other unauthorized use of the Trademarks, with the right to sue for damages and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Recording. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as assignee of the entire interest and owner thereof, and hereby covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements inconsistent herewith.

TRADEMARK
REEL: 002615 FRAME: 0464

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

Assignor:

Byron Z. Moldo, Esq.
Assignee for the Benefit of Creditors of
Cerwin-Vega, Inc.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 27th day of February, 2002, by **Byron Z. Moldo, Esq.,** who is personally known to me, ~~or has produced _____ as Identification~~.

(SEAL)

Notary Public-State of CALIFORNIA
My Commission Expires: 11/11/05

K. HENDRIX
Commission # 1329721
Notary Public - California
Los Angeles County
My Comm. Expires Nov 11, 2005

RECORDED: 02/20/2003
TRADEMARK
REEL: 002615 FRAME: 0465