

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mark Herman		06/19/2006	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Huge Universe, Inc.
<b>Street Address:</b>	111 Speen Street, Suite 200
<b>Internal Address:</b>	P.O. Box 989
<b>City:</b>	Framingham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01701-2000
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3072277	LIVE SOUND WORKSHOP
Registration Number:	2884166	LIVE SOUND INTERNATIONAL
Registration Number:	2794686	LIVE SOUND! INTERNATIONAL
Registration Number:	3009442	CHURCH SOUND
Registration Number:	3060165	R-E-P RECORDING ENGINEERING PRODUCTION
Serial Number:	78248273	R-E-P RECORDING ENGINEERING PRODUCTION
Serial Number:	78232631	R-E-P RECORDING ENGINEERING PRODUCTION
Serial Number:	78864340	PROSOUNDWEB.COM
Serial Number:	78722561	CHURCH VIDEO
Serial Number:	78722582	CHURCH VIDEO PROJECTION & LIGHTING

**CORRESPONDENCE DATA**

Fax Number: (214)999-3623  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**CH \$265.00 3072277**

Phone: 214-999-3000  
Email: ip@gardere.com, lhemphill@gardere.com  
Correspondent Name: Gardere Wynne Sewell/Lisa R. Hemphill  
Address Line 1: 1601 Elm Street  
Address Line 2: 3000 Thanksgiving Tower/Suite 3000  
Address Line 4: Dallas, TEXAS 75201-4761

ATTORNEY DOCKET NUMBER:	110054-10
NAME OF SUBMITTER:	Lisa R. Hemphill
Signature:	/Lisa R. Hemphill/
Date:	06/26/2006

**Total Attachments: 7**

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## TRADEMARK/SERVICEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “**Assignment**”), dated June 19, 2006, is between MARK HERMAN, an individual resident of the state of California (“**Assignor**”), and HUGE UNIVERSE, INC., a Texas corporation (“**Assignee**”) (Assignor and Assignee are sometimes collectively referred to as the “**Parties**” and individually referred to as a “**Party**”).

**WHEREAS**, Assignor, Assignee, and Huge Universe, Inc., a Michigan corporation (“**HUI**”), are parties to that certain Asset Purchase Agreement, dated June 19, 2006 (the “**APA**”), pursuant to which HUI has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignor has agreed to sell, transfer, and convey to Assignee, all of the Assignor’s right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the “**Marks**”) and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the “**Transferred Intellectual Property**”);

**WHEREAS**, Assignor is the principal shareholder of HUI and each of the Marks and Transferred Intellectual Property is registered in his name and used by HUI with his consent and knowledge; and

**WHEREAS**, in connection with the consummation of the transactions contemplated by the APA, Assignor has agreed to assign all of his right, title, and interest in and to the Transferred Intellectual Property to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing, the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor.** Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement

proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

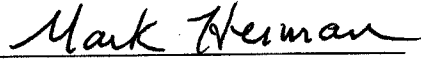
2. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.

3. **Severability; Miscellaneous.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Texas law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the Parties' respective successors and assigns. No Party may assign its rights under this Assignment to any person without the prior written consent of the other Party. No failure or delay by either Party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such Party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Parties.

**[Remainder of page intentionally left blank; signatures and notary follow]**

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

**Assignor:**




**Mark Herman**

**Assignee:**

**HUGE UNIVERSE, INC.,**  
A Texas corporation

**By:**

  
**Kenneth D. Moyes, CEO**



**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

**Assignor:**

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**Mark Herman**

**Assignee:**

**HUGE UNIVERSE, INC.,**  
A Texas corporation

By:



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**Kenneth D. Moyes, CEO**





Schedule A  
to  
Trademark/Service/Principal Assignment

Mark	Mark Type/Register	Filing Date	Serial Number	Registration Number
Live Sound Workshop	Service/Principal/Supplemental	8/26/2004	78474496	3072277
Live Sound International	Trademark/Principal-2(F)	6/22/2004	78230455	2884166
Live Sound International and design	Trademark/Principal-2(F)	7/30/2002	78148970	2794686
Prosoundweb.com	Service/Principal-2(F)	4/19/2006	78864340	N/A
Church Sound	Trademark/Principal	2/1/2005	78308343	3009442
R-E-P Recording Engineering Production and design	Service/Principal	5/4/2004	78248273	N/A
R-E-P Recording Engineering Production	Service/Principal	12/30/2004	78540147	3060165
R-E-P Recording Engineering Production	Trademark/Principal	4/1/2003	78232631	N/A
Church Video Projection & Lighting	Trademark/Principal	9/28/2005	78722585	N/A
Church Video	Trademark/Principal	9/28/2005	78722561	N/A

TRADEMARK ASSIGNMENT - Schedule A  
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