

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seikaku Technical Group Limited		02/10/2011	COMPANY: HONG KONG
RECEIVING PARTY DATA			
Name:	Alto Professional, LLC		
Street Address:	200 Scenic View Drive		
Internal Address:	Suite 201		
City:	Cumberland		
State/Country:	RHODE ISLAND		
Postal Code:	02864		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2940355	LTO	
Registration Number:	3012137	MUSIC WITH PASSION	
Serial Number:	85134381	LTO MUSIC, PASSION, DESIGN	
CORRESPONDENCE DATA			
Fax Number:	(401)455-0701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	401-455-0700		
Email:	tray@duffysweeney.com		
Correspondent Name:	Michael F. Sweeney		
Address Line 1:	One Financial Plaza, Suite 1800		
Address Line 2:	Duffy & Sweeney, LTD		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	ALTO / ASSIGNMENT		
NAME OF SUBMITTER:	/Michael F. Sweeney/		

CH \$90.00 2940355

900184983

TRADEMARK
 REEL: 004486 FRAME: 0658

Signature:	/Michael F. Sweeney/
Date:	02/25/2011
Total Attachments: 9 source=Seikaku - Alto Pro Assignment Doc#page1.tif source=Seikaku - Alto Pro Assignment Doc#page2.tif source=Seikaku - Alto Pro Assignment Doc#page3.tif source=Seikaku - Alto Pro Assignment Doc#page4.tif source=Seikaku - Alto Pro Assignment Doc#page5.tif source=Seikaku - Alto Pro Assignment Doc#page6.tif source=Seikaku - Alto Pro Assignment Doc#page7.tif source=Seikaku - Alto Pro Assignment Doc#page8.tif source=Seikaku - Alto Pro Assignment Doc#page9.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "Agreement") dated as of January 6th, 2011, from **Sekaku Electron Industry Co. LTD.**, a company formed under the laws of Taiwan ("Sekaku Electron"), **Seikaku Technical Group Limited**, a company formed under the laws of Samoa ("STG-Samoa"), **Seikaku Technical Group Limited**, a company formed under the laws of Hong Kong ("STG-HK"), **Donguan Jingheng Electron Co., LTD**, a company formed under the laws of the Peoples Republic of China ("Donguan") and **Hong Kong Kai Yun Limited**, a company formed under the laws of Hong Kong ("Kai Yun") (Sekaku Electron, STG-Samoa, STG-HK Donguan and Kai Yun are sometimes collectively hereinafter referred to as the "Seller"), to **Aito Professional, LLC**, a Florida limited liability company ("Buyer").

WHEREAS, Seller, having its principal address at No.1, Lane 17, Sec. 2, Han Shi West Road, Taichung, Taiwan (the "Assignor"), has adopted, is using, and is the owner of all right, title and interest in the Marks attached on Exhibit A (the "Marks"), and the goodwill of the business in connection with which such Marks are used; and

WHEREAS, Buyer, having its principal address at 200 Scenic View Drive, Cumberland, Rhode Island (the "Assignee"), is desirous of acquiring the entire right, title and interest in, to and under the Marks including the registrations or applications of the Marks as attached hereto on Exhibit A;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the good will of the business symbolized by the Marks, and the above-identified registration of the Marks.

And, Assignor hereby covenants and agrees that it will communicate to Assignee, its successors, assigns or other legal representatives, as the Assignee may at any time reasonably require, any facts known to it respecting the Marks, and testify in any legal proceeding, sign all lawful papers and execute all affidavits, make all rightful oaths and generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks.

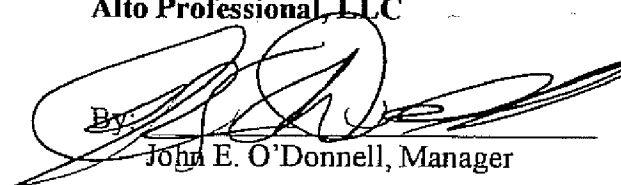
And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

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IN WITNESS WHEREOF, the Buyer has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

BUYER:

Alto Professional, LLC

By: 
John E. O'Donnell, Manager

[Trademark Assignment Signature Page – Buyer]

[Trademark Assignment Signature Page – Seller]

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

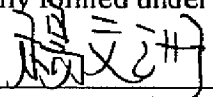
On this 10 day of ~~December~~ ^{February}, 2014, before me, the undersigned notary public, personally appeared John E. O'Donnell, Manager of **Alto Professional, LLC**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of **Alto Professional, LLC**.

Tyler T. Ryan
Notary Public: RI# 07056
My Commission Expires: 2/24/2014

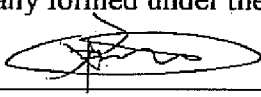
IN WITNESS WHEREOF, the Seller has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

SELLER

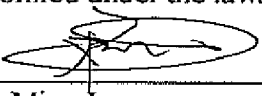
Sekaku Electron Industry Co. LTD,
a company formed under the laws of Taiwan

By: 
Name: Yang Wen Chou
Title: Appointed Director

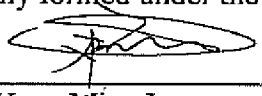
Hong Kong Kai Yun Limited
a company formed under the laws of Hong Kong

By: 
Name: Yang Ming Lung
Title: Appointed Director

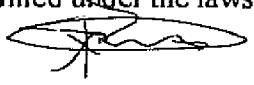
Seikaku Technical Group Limited,
a company formed under the laws of Samoa

By: 
Name: Yang Ming Lung
Title: Appointed Director

Seikaku Technical Group Limited,
a company formed under the laws of Hong Kong

By: 
Name: Yang Ming Lung
Title: Appointed Director

Donguan Jingheng Electron Co. LTD
a company formed under the laws of PRC

By: 
Name: Yang Ming Lung
Title: Appointed Director

The attorney appears and states, according to Notary law, that the signature of subscriber (Yang Ming Lung) is genuine.


Case No. **0037** Date: January 06, 2011
Notary Public: *Nota Wu* 公證人：吳宜勤
Attested at the Wu & Pai's Notary Office, Taichung District Court Taiwan (3F-2, 1846, Chien Cheng Rd., Taichung City), that the signatures of Yang Wen Chou (Appointed Director of Sekaku Electron Industry Co. LTD) & Yang Ming Lung (Appointed Director of Seikaku Technical Group Limited, Donguan Jingheng Electron Co. LTD, Hong Kong Kai Yun Limited, Seikaku Technical Group Limited) in this document are authentic.
Signature: 

EXHIBIT A**Registrations**

Mark	Country	Reg. No.	Registration Date	Expiration Date	Owner
▲LTO (LTO)	Argentina	2085300	5/12/2006	5/12/2016	Sekaku Electron Industry Co. LTD
▲LTO (ALTO)	Australia	869909	3/20/2001	3/20/2011	Seikaku Technical Group Limited
▲LTO (LTO)	Bolivia	102073-C	1/26/2006	1/26/2016	Seikaku Technical Group Limited
▲LTO (LTO)	Canada	TMA 593,399	10/29/2003	10/29/2018	Seikaku Technical Group Limited
▲LTO (LTO)	Chile	619278	1/23/2002	1/23/2012	Seikaku Technical Group Limited
▲LTO (LTO)	China	1983657	10/7/2002	10/6/2012	Seikaku Technical Group Limited
LTO	China	4301978	3/21/07	3/20/2017	Seikaku Technical Group Limited
MUSIC WITH PASSION	China	3877477	4/14/2006	4/14/2016	Seikaku Technical Group Limited
▲LTO (ALTO)	Community TradeMarks (OHIM)	02142503	4/24/2002	3/20/2011	Seikaku Technical Group Limited
MUSIC WITH PASSION	Community TradeMarks (OHIM)	03599453	7/1/2004	7/1/2014	Seikaku Technical Group Limited
▲LTO (LTO)	Czech Republic	241510	2/21/2002	3/16/2011	Seikaku Technical Group Limited
▲LTO (LTO)	Ecuador	19841	3/7/2003	9/24/2012	Seikaku Technical Group Limited
▲LTO (ALTO)	Egypt	141428	8/7/2007	3/28/2011	Sekaku Electron Industry Co. LTD

Mark	Country	Reg. No.	Registration Date	Expiration Date	Owner
▲LTO (LTO)	Guatemala	128253	5/14/2002	3/7/14	Seikaku Technical Group Limited
▲LTO (ALTO)	Indonesia	499843	3/5/2002	3/19/11	Seikaku Technical Group Limited
▲LTO (LTO)	Iran	98901	5/28/2002	11/14/11	Seikaku Technical Group Limited
▲LTO (ALTO)	Israel	147659	5/2/2002	3/20/11	Seikaku Technical Group Limited
▲LTO (ALTO)	Malaysia	1005840	1/3/2004	5/10/2011	Seikaku Technical Group Limited
▲LTO (ALTO)	Mexico	822739	2/27/2004	4/18/2011	Sekaku Electron Industry Co. LTD
▲LTO (ALTO)	Morocco	76812	3/22/2001	3/22/2021	Seikaku Technical Group Limited
▲LTO (LTO)	Nigeria	0103P181	2009	--	Seikaku Technical Group Limited
▲LTO (LTO)	Nigeria	0102P142	2009	--	Seikaku Technical Group Limited
▲LTO (ALTO)	New Zealand	634266	3/19/01	3/19/2018	Seikaku Technical Group Limited
▲LTO (LTO)	Paraguay	279455	6/21/2005	6/21/15	Seikaku Technical Group Limited
▲LTO (LTO)	Peru	82432	8/15/2002	8/15/2012	Sekaku Electron Industry Co. LTD
▲LTO (LTO)	Poland	R160572	8/23/05	3/22/2011	Seikaku Technical Group Limited
▲LTO (ALTO)	Russian Federation	234514	1/9/2003	3/21/2011* Extension application submitted April, 2010	Sekaku Electron Industry Co. LTD

Mark	Country	Reg. No.	Registration Date	Expiration Date	Owner
▲LTO (ALTO)	Saudi Arabia	99702611	Pub.: 5/2/2002	11/29/2010*	Sekaku Electron Industry Co. LTD
▲LTO (LTO)	Serbia / Montenegro	46692	1/8/2004	3/27/2011	Seikaku Technical Group Limited
▲LTO (ALTO)	Singapore	T01/06219E	5/4/2001	5/4/2011	Seikaku Technical Group Limited
▲LTO (LTO)	Slovak Republic	200181	4/12/2001	4/12/2011	Seikaku Technical Group Limited
▲LTO (ALTO)	South Africa	2001/05450	3/29/2001	3/29/2011	Seikaku Technical Group Limited
▲LTO (LTO)	South Korea	04-0569904	12/26/2003	12/26/2013	Sekaku Electron Industry Co., Ltd.
▲LTO (ALTO)	Tangier	19195	3/22/2001	3/22/2022	Sekaku Electron Industry Co. LTD
▲LTO (LTO)	Taiwan	996493	5/1/2002	4/30/2012	Sekaku Electron Industry Co. LTD
▲LTO (LTO)	Thailand	TM160486	4/27/2001	4/26/2011	Seikaku Technical Group Limited
▲LTO (LTO)	Turkey	2001/05513	3/28/2001	3/26/2011	Sekaku Electron Industry Co. LTD
▲LTO (LTO)	United States	2940355	4/12/2005	4/12/2015	Seikaku Technical Group Limited
MUSIC WITH PASSION	United States	3012137	11/1/2005	11/1/2015	Seikaku Technical Group Limited
▲LTO (ALTO)	United Arab Emirates	42179	3/27/2001	3/27/2011	Seikaku Technical Group Limited
▲LTO (ALTO)	Uruguay	355863	4/10/2007	4/10/2015	Sekaku Electron Industry Co. LTD

Applications

Mark	Country	Serial No. / App. No.	Filing Date	Status	Owner
▲LTO MUSIC, PASSION, DESIGN	United States	85134381	9/21/2010	Intent to Use / Pending	Seikaku Technical Group Limited
▲LTO MUSIC, PASSION, DESIGN	Europe (Community Trademark)	09247016	7/14/2010	Pending	Seikaku Technical Group Limited
▲LTO MUSIC, PASSION, DESIGN	China	3877477	1/14/2006	Pending	Seikaku Technical Group Limited
▲LTO (LTO)	Brazil	823135683	4/3/2001 (application date)	Refusal – pending on appeal)	Sekaku Electron Industry Co. LTD
▲LTO (ALTO)	Venezuela	01005118	Pub.: 2001	Refusal – pending on appeal	Sekaku Electron Industry Co. LTD
▲LTO MUSIC, PASSION, DESIGN	Taiwan	099032845	7/8/2010	Application	Sekaku Electron Industry Co. LTD