

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Avtek International, Inc.		10/25/2011	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
Name:	Ingram Micro, Inc.		
Street Address:	1600 East St. Andrew Place		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705-4931		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	4040014	HEAD TRIP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	714513.513		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	714.424.8215		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Carlo F. Van den Bosch c/o SMRH		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	0PTP-154688		
NAME OF SUBMITTER:	Carlo F. Van den Bosch		
Signature:	/cfv/		
Date:	08/29/2012		
Total Attachments: 1 source=tm assign. avtek to ingram micro#page1.tif			

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of the last undersigned date (the "Effective Date") by and between Avtek International, Inc., an Ohio corporation ("Assignor") and Ingram Micro Inc., a Delaware corporation ("Assignee"). Assignor and Assignee may be collectively referred to as the "Parties."

**RECITALS**

WHEREAS, Assignor owns all right, title, and interest in and to the trademark HEAD TRIP in connection with headphones, ear buds, amplifiers, electronic sound crossover devices, stereo speakers, loud speakers, sound mixers, parts and fittings, namely, batteries and electronic cables for all of the aforesaid goods, electronic cables for connecting audio and video components together and to connect the components with loud speakers (the "Mark") and has filed federal trademark application Serial No. 76/704,521 in connection therewith (the "Application").

WHEREAS, Assignee desires to obtain from Assignor, and Assignor desires to assign to Assignee, all of Assignor's right, title and interest in and to the Mark and the Application.

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

**AGREEMENT**

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Mark, including without limitation the Application, together with all of the goodwill of Assignor's business symbolized by or associated with the Mark and Application, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. Representation and Warranties. Assignor represents and warrants that: (i) it owns the Mark and Application free and clear of any liens or encumbrances; (ii) it has full power, authority and right to assign the Mark and Application; (iii) it has not assigned transferred, sold, conveyed any interest in, or otherwise disposed of the Mark or the Application; and (iv) to the best of Assignor's knowledge, the Mark and Application do not infringe upon any third party trademark or intellectual property right.

3. Further Cooperation. The Parties shall cooperate and execute such further documents that are reasonable, convenient, necessary or desirable to carry out the provisions of the Assignment. This Assignment may be submitted to the United States Patent And Trademark Office.

4. Execution. This Assignment may be executed in counterparts. Signatures to this Assignment may be communicated and delivered by facsimile transmission.

IN WITNESS WHEREOF, the Parties hereto have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR,  
AVTEK INTERNATIONAL, INC.

ASSIGNEE,  
INGRAM MICRO INC.

By: [Signature]  
Title: President  
Date: 10/24/11

By: [Signature]  
Title: VPA GM IMC  
Date: 10/25/11