

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379501

<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>
LDB ENTERPRISES, INC.		04/01/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spectrio LLC		
<b>Street Address:</b>	720 Brooker Creek Blvd. Suite 215		
<b>City:</b>	Oldsmar		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34677		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2472526	AUDIOMAKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9413663999		
<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>	941-364-2738		
<b>Email:</b>	dcherry@slk-law.com		
<b>Correspondent Name:</b>	Douglas A. Cherry, Esq.		
<b>Address Line 1:</b>	240 South Pineapple Avenue		
<b>Address Line 4:</b>	Sarasota, FLORIDA 34236		
<b>ATTORNEY DOCKET NUMBER:</b>	A00118-137050		
<b>NAME OF SUBMITTER:</b>	Douglas A. Cherry		
<b>SIGNATURE:</b>	/doug cherry/		
<b>DATE SIGNED:</b>	04/05/2016		
<b>Total Attachments: 10</b>			
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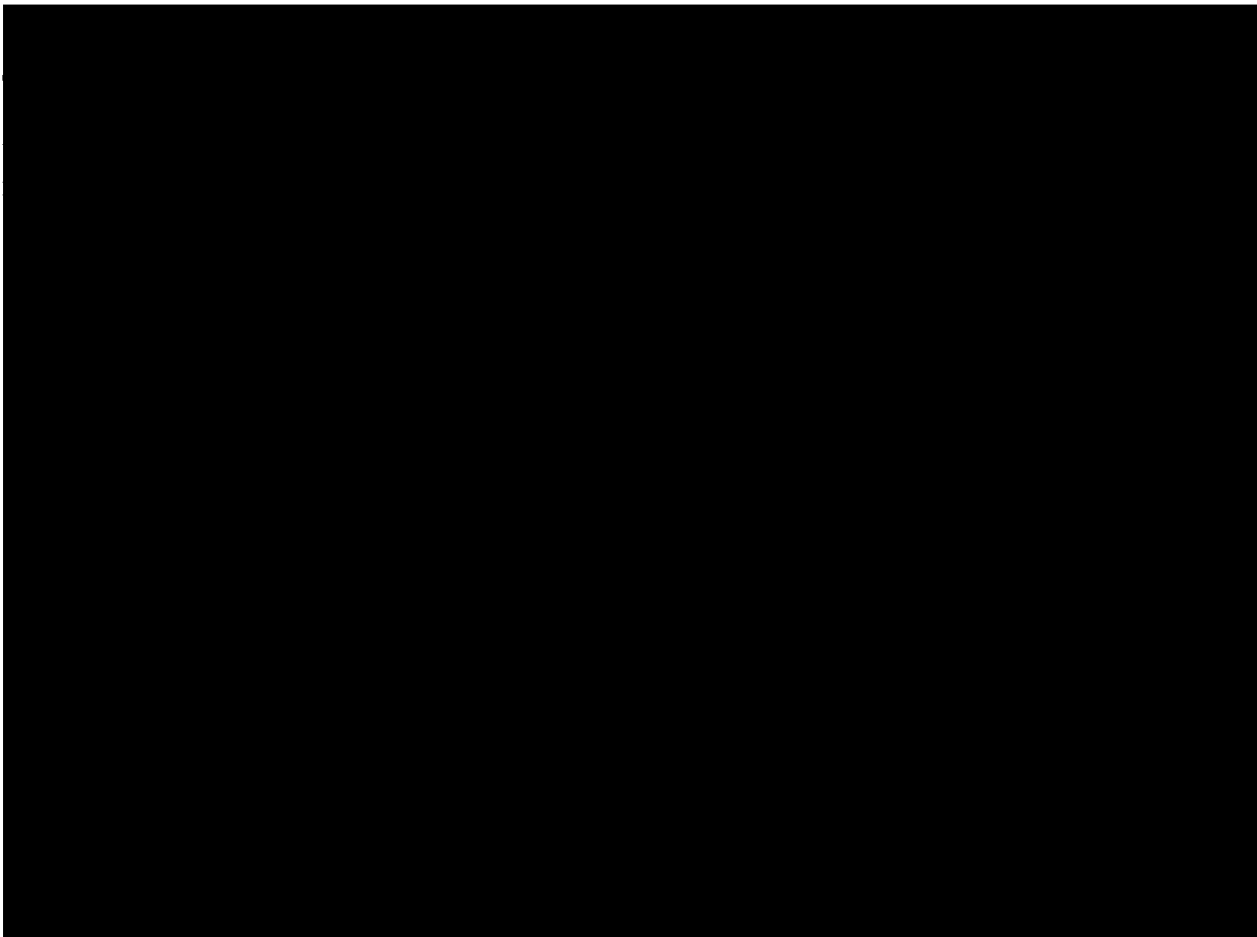
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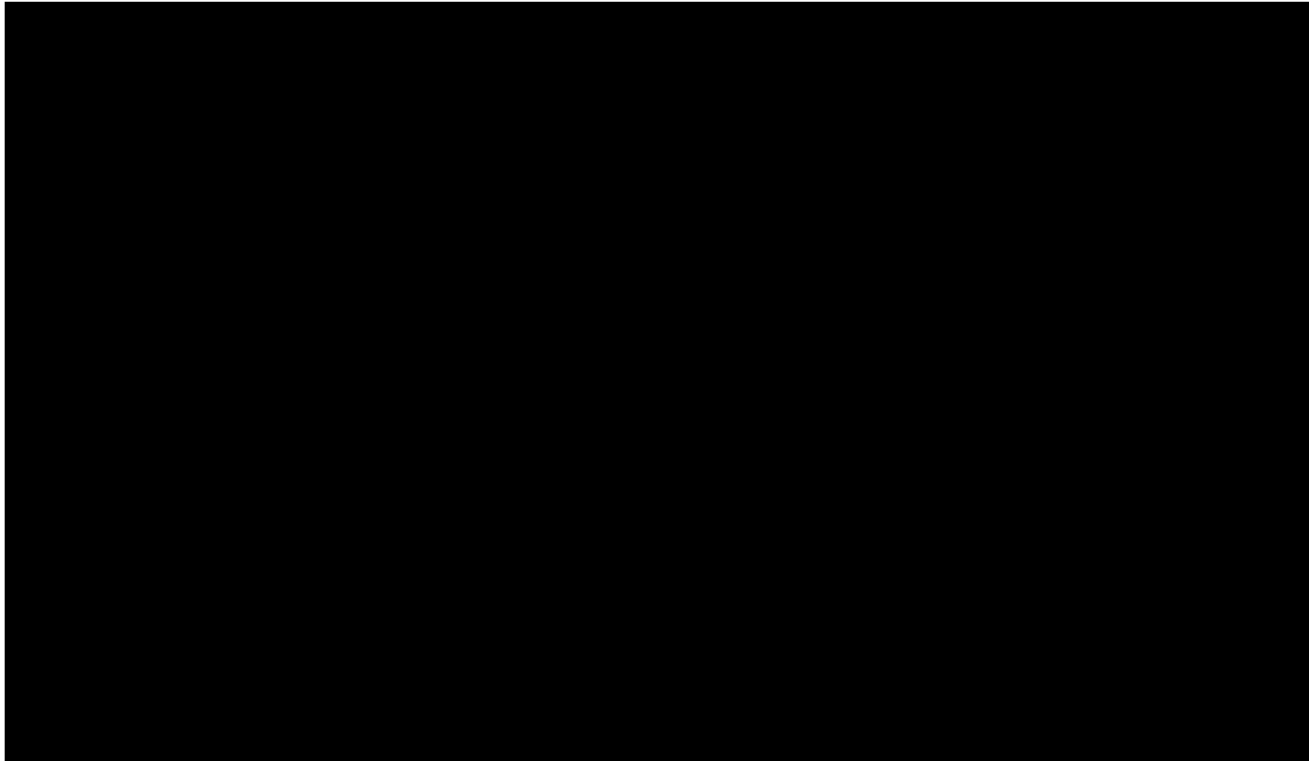
## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is made and entered into effective as of April 1, 2016 (the "Effective Date"), and is by and among **LDB Enterprises, Inc.**, an Arizona corporation doing business as one or more of the following: America On Hold, Audiomakers and On Hold Broadcast Network ("Seller"), **Lee Douglas Bauguss** and **James Yockey** (the foregoing parties together referred to herein as "Assignors"), and **Spectrio, LLC**, a Delaware limited liability company ("Assignee").

### **Background**

A. Assignors individually or collectively own, or may claim to own or have an interest in, the trademarks and services marks (the "Marks"), applications, registrations and other intellectual property (the "Property") as described in Appendix A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized in connection with the products or services on which the Marks are used (the "Products"). Each Assignor represents that Assignors individually or collectively own no further trademarks, service marks, trade names, collective marks, certification marks, slogans or logos other than those identified in, or referenced by, this recital.





NOW, THEREFORE, in consideration of the promises mutually exchanged herein and other good and valuable consideration, Assignors and Assignee agree as follows:

**Terms**

1. Acknowledgement. Assignors acknowledge, represent and warrant that each statement in the above Background section is true, complete and correct as of the Effective Date.

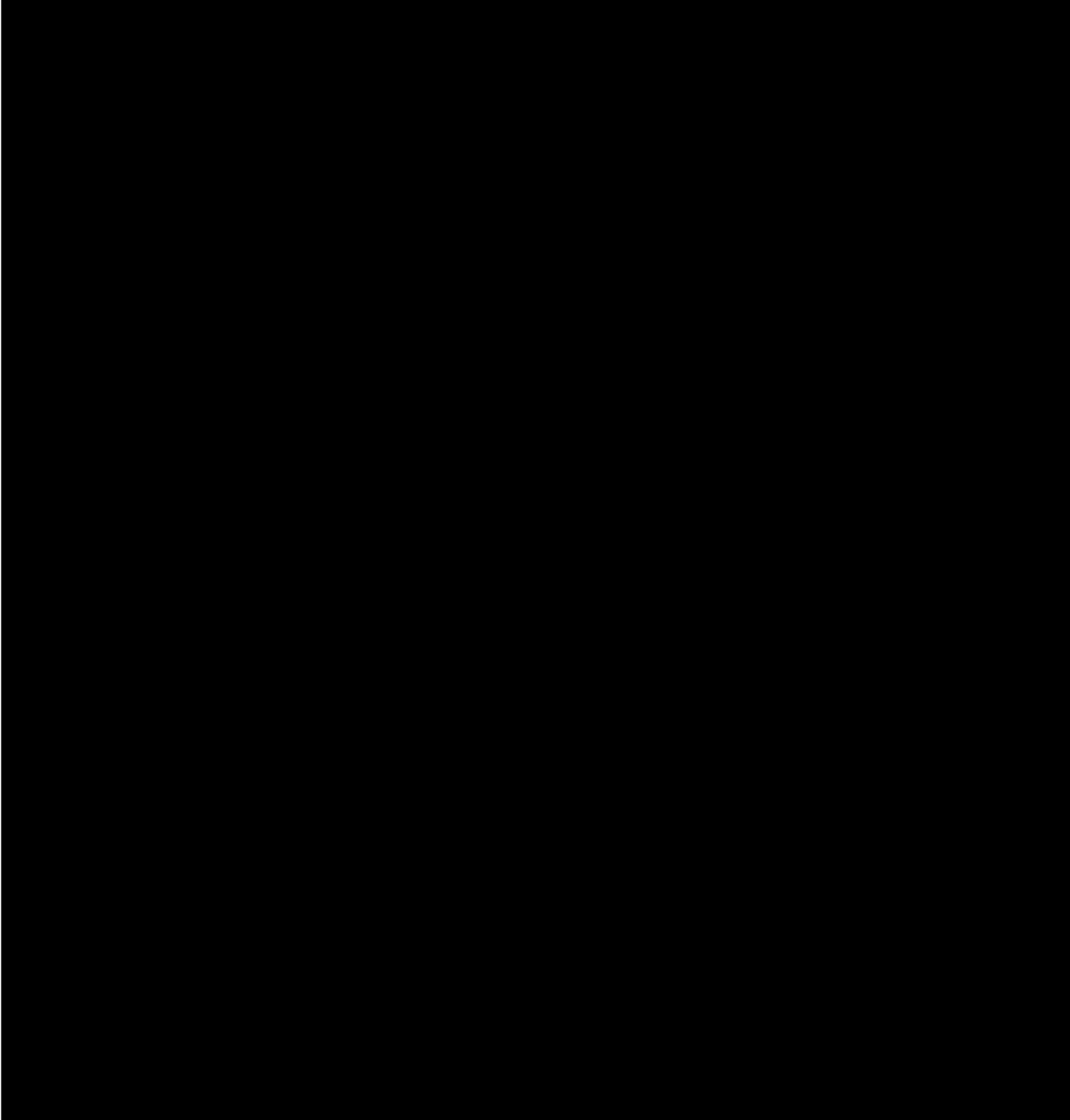
2. Trademarks.

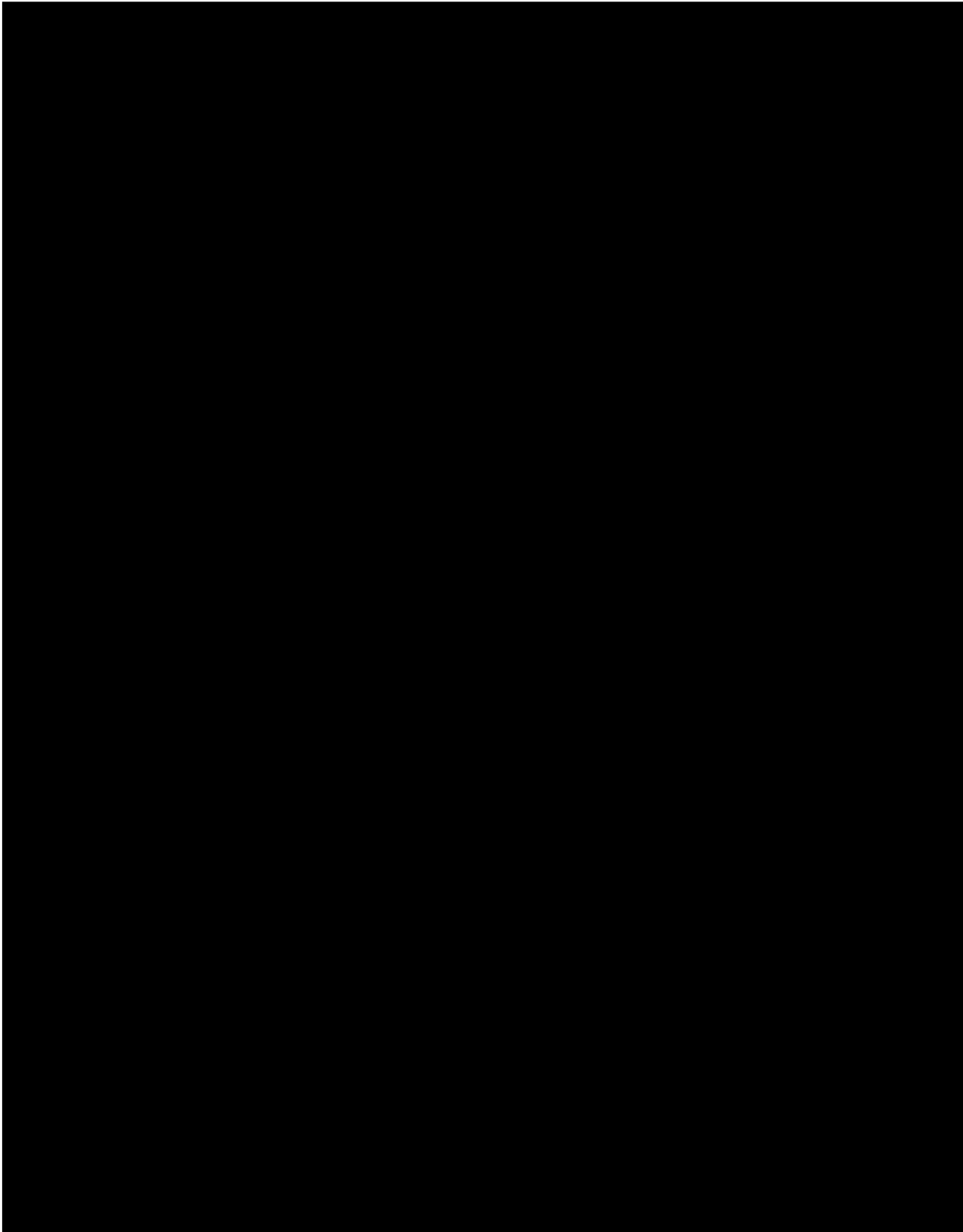
a. Assignors, individually and collectively, assign to Assignee, its successors and assigns, all right, title and interest of whatever kind in and to all the Marks and the Property together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to Assignors with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

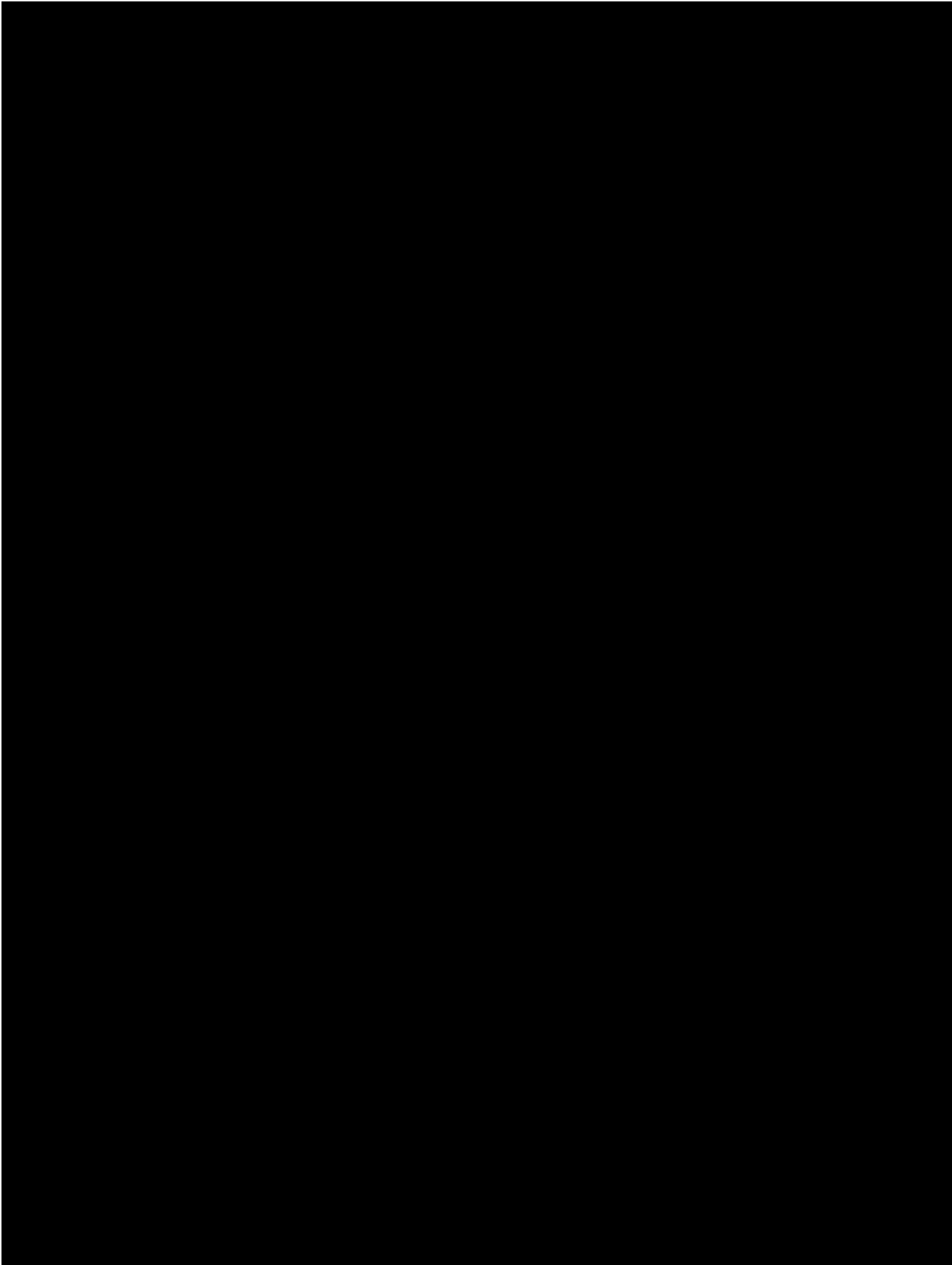
b. Assignors agree to completely cease and desist, or otherwise discontinue, from any and all use, in any form, of the Marks and Property, or substantially similar variations thereof, within five (5) days of the Effective Date. Further, Assignors shall not represent or imply that Assignors are certified by, sponsored by, or otherwise affiliated with Assignee. Assignors will cease using such Marks and take steps immediately to change any corporate or company names, signs, stationery, websites and other places where such names are portrayed. Assignors also agree for themselves and for their successors and assigns to not use the Marks in

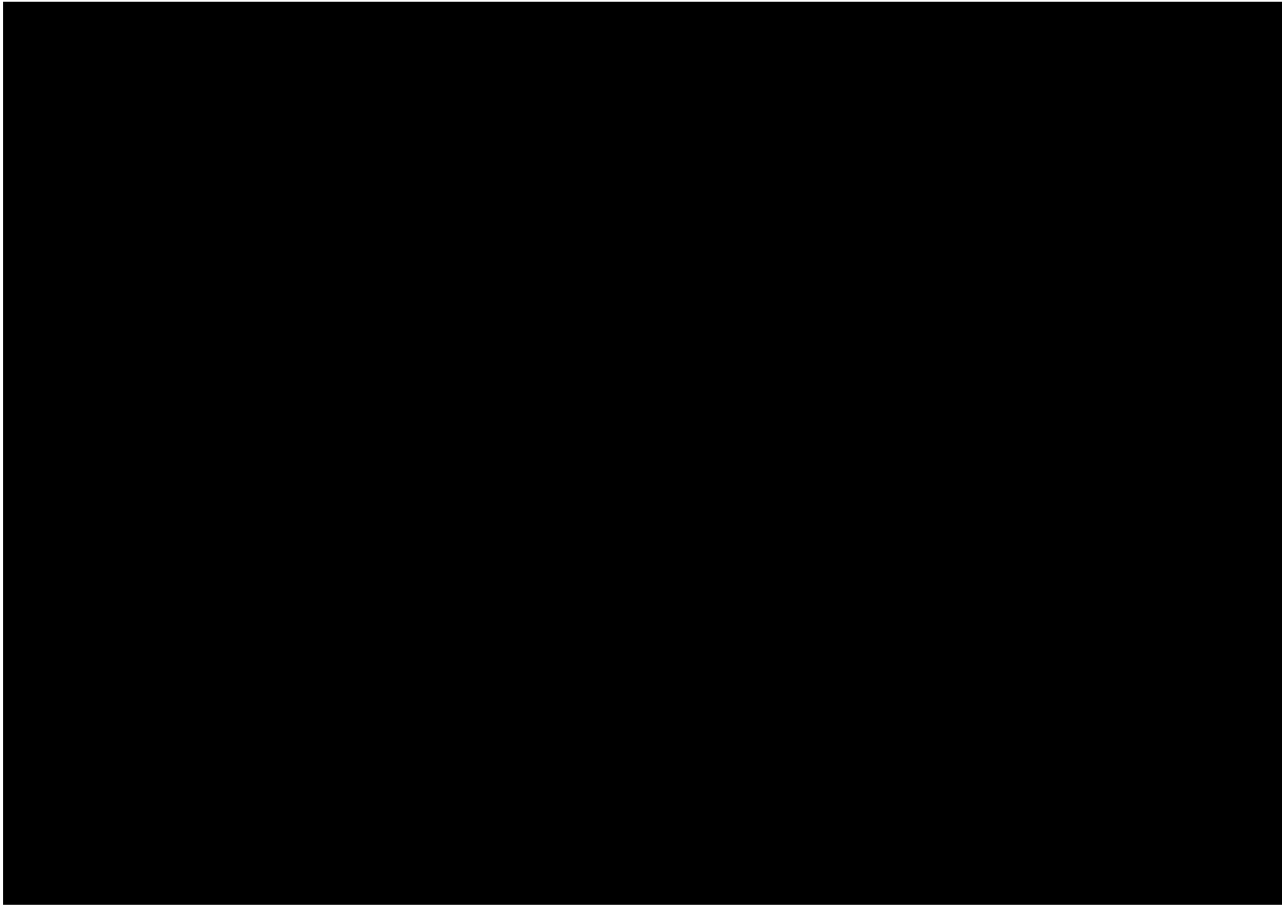
any company or other entity name or market under that name, to own, to be employed by, to manage, or to be an officer or director of any company which uses such name.

c. Assignors shall not, directly or indirectly, in any way formally challenge, attack, oppose, cancel, attempt to block, or denigrate Assignee's, or Assignee's successors or assigns, use, validity, ownership, license or registration of the Marks or Property, nor will Assignors, directly or indirectly, assist or encourage others to do so. Assignors shall not do or cause to be done any act or thing inconsistent with Assignee's ownership of the Marks or Property.

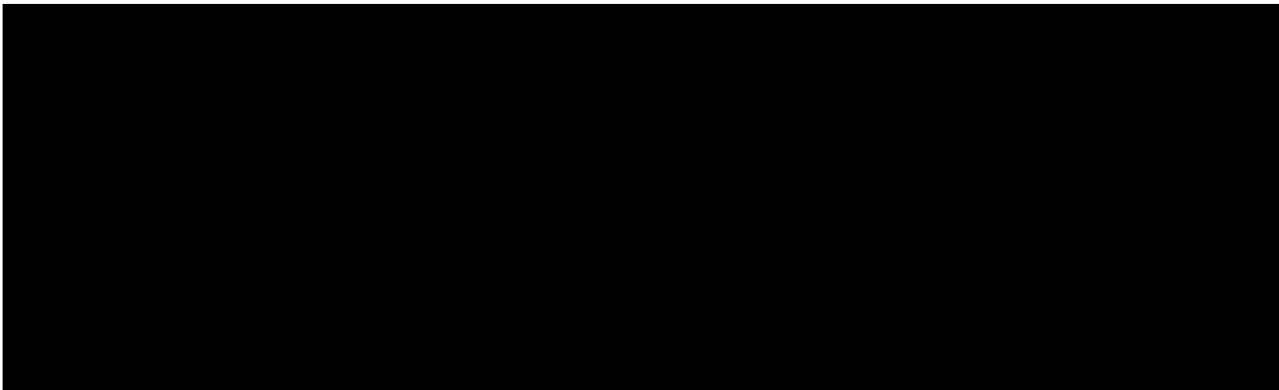








11. Severability. If any provision or portion of any provision of this IP Assignment is held to be invalid or unenforceable, all other provisions or portions of any provisions shall nevertheless continue in full force and effect.



13. Counterparts; Facsimile Signatures. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The facsimile or portable document format (i.e. PDF) signatures of any party hereto shall be deemed to be an original signature of such party, valid and effective for all purposes.



14. Exhibits. Any exhibits or addenda attached to this IP Assignment are incorporated herein by reference, whether by apt language is made or not, and if not actually attached, so long as they have been signed or initialed by Assignors.

15. Modification. No modification, waiver, amendment, discharge, or change of this IP Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

16. Full Authority. Any individual signing this IP Assignment on behalf of a party or Assignor represents and warrants that he or she has full authority to do so. No party to this IP Assignment has actually or purportedly assigned or transferred to any person not a party to this IP Assignment any rights assigned in this IP Assignment.

17. Binding Effect. Each and every covenant and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, independent contractors, joint venturers, servants, parents, subsidiaries, affiliates, employees, officers, directors, representatives, attorneys, assigns and successors in interest of the Parties.

[Signatures on following page]

In witness whereof, the parties have executed this IP Assignment effective as of the Effective Date.

**WITNESSES:**

Tiffany J. Hayes  
Tiffany J. Hayes  
As to Seller

Tiffany J. Hayes  
Tiffany J. Hayes  
As to Bauguss

Tiffany J. Hayes  
Tiffany J. Hayes  
As to Yockey

\_\_\_\_\_  
\_\_\_\_\_  
As to Assignee

**ASSIGNORS:**

**LDB Enterprises, Inc.**, an Arizona corporation doing business as one or more of the following: America On Hold, Audiomakers and On Hold Broadcast Network

By: [Signature]  
Lee Douglas Bauguss, President

[Signature]  
Lee Douglas Bauguss

[Signature]  
James Yockey

**ASSIGNEE:**

**Spectrio LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Aaron Kleinhandler, Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

In witness whereof, the parties have executed this IP Assignment effective as of the Effective Date.

**WITNESSES:**

**ASSIGNORS:**

**LDB Enterprises, Inc.**, an Arizona corporation doing business as one or more of the following: America On Hold, Audiomakers and On Hold Broadcast Network

\_\_\_\_\_  
As to Seller

By: \_\_\_\_\_  
Lee Douglas Bauguss, President

\_\_\_\_\_  
As to Bauguss



\_\_\_\_\_  
Lee Douglas Bauguss

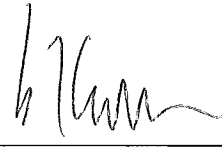
\_\_\_\_\_  
As to Yockey

\_\_\_\_\_  
James Yockey

**ASSIGNEE:**

**Spectrio LLC**, a Delaware limited liability company

  
\_\_\_\_\_  
  
As to Assignee

By:   
\_\_\_\_\_  
Aaron Kleinhandler, Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

## **APPENDIX A**

### **TRADEMARKS**

#### **COMMON LAW TRADEMARKS:**

- America On Hold
- Audiomakers
- On Hold Business Network

#### **STATE TRADE NAME REGISTRATIONS:**

- America on Hold – Arizona Secretary of State File ID No. 391568
- Audiomakers – Arizona Secretary of State File ID No. 622132
- On Hold Business Network – Arizona Secretary of State File ID No. 622159

#### **FEDERAL TRADEMARK REGISTRATIONS:**

- AUDIOMAKERS – US Registration No. 2472526 (Assignment No. 900357576/ETAS ID No. TM376902)