

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
Pro-Mark Corporation		01/05/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	G4 2010, LLC
Street Address:	595 Smith Street
City:	Farmingdale
State/Country:	NEW YORK
Postal Code:	11735
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1107197	707
Registration Number:	1105103	727
Registration Number:	3604324	787
Registration Number:	3596551	797
Registration Number:	2686788	808
Registration Number:	2045812	COOL RODS
Registration Number:	1111733	DC10
Registration Number:	2227353	FUTURE-PRO
Registration Number:	1130834	HANDS
Registration Number:	2032231	HOT RODS
Registration Number:	2170676	LIGHTNING RODS
Registration Number:	3537740	PRO-GRIP
Registration Number:	1133088	PRO-MARK
Registration Number:	3344097	PRO-MARK

OP \$665.00 1107197

Registration Number:	3467413	PRO-ROUND
Registration Number:	1122317	ROCK-747
Registration Number:	3237461	SAY IT WITH YOUR MUSIC
Registration Number:	3589665	SHIRA KASHI
Registration Number:	1664073	THE NATURAL
Registration Number:	2993453	THE WORLD'S FINEST STICKS
Registration Number:	3462196	THE WORLD'S FINEST STICKS
Registration Number:	2032230	THUNDER RODS
Registration Number:	2185462	TUBZ
Registration Number:	1272632	
Registration Number:	3521947	SYSTEM BLUE
Registration Number:	1108571	ROCK KNOCKER

CORRESPONDENCE DATA

Fax Number: (202)457-6315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-457-6000
Email: gborababy@pattonboggs.com
Correspondent Name: George M. Borababy
Address Line 1: 2550 M Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	028115.0102
NAME OF SUBMITTER:	George M. Borababy
Signature:	/George M. Borababy/
Date:	01/26/2011

Total Attachments: 15

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT, dated as of January 5, 2011, is executed and delivered by and between Pro-Mark Corporation, a Texas corporation and Pro-Mark Specialty Services, Inc. (collectively, the "Assignor"), and G4 2010, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and certain of its affiliates and the Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, the Assignor owns the patents and/or patent applications listed on Schedule 1 attached hereto, and the inventions and discoveries disclosed therein (the "Patents"); and

WHEREAS, the Asset Purchase Agreement contemplates that the Assignor will assign the Patents to the Assignee, and the Assignee desires to, together with its successors and assigns, acquire the right, title and interest in and the benefits and privileges of, the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby, without reservation:

1. Assigns, transfers and conveys to the Assignee, its successors and assigns, the entire right, title and interest in and to the Patents and in all patents in the United States of America and all foreign countries which may be granted therefor and thereon, including, without limitation any and all divisions, continuations and continuations-in-part, or reissues or extensions of the Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which the Patents and any other such patents, may be granted, as fully and entirely as the same would have been held and enjoyed by AutoImmune, had this sale and assignment not been made.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Patents to the Assignee to issue any and all said Letters Patent to the Assignee as assignee of the entire interest thereto.

3. Binds its successors, legal representatives and assigns, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignor or its successors, legal representatives and assigns, all acts reasonably serving to assure that said Patents shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor, its successors, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful documents in form and substance as may be requested by the Assignee to effectuate this assignment.

This assignment is given with, and only with, the representations and warranties set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignor and is duly authorized by the Assignor to execute this Patent Assignment on its behalf, and has executed this Patent Assignment as an instrument under seal as of this 5th day of January 2011.

PRO-MARK CORPORATION

By: Mary Z Burk
Name:
Title:

PRO-MARK SPECIALTY SERVICES, INC.

By: Mary Z Burk
Name:
Title:

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignee and is duly authorized by the Assignee to execute this Patent Assignment on its behalf, and has executed this Patent Assignment as an instrument under seal as of this ____ day of January 2011.

G4 2010, LLC

By: _____
Name:
Title:

This assignment is given with, and only with, the representations and warranties set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignor and is duly authorized by the Assignor to execute this Patent Assignment on its behalf, and has executed this Patent Assignment as an instrument under seal as of this ___ day of January 2011.

PRO-MARK CORPORATION

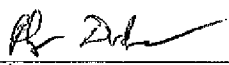
By: _____
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PRO-MARK SPECIALTY SERVICES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignee and is duly authorized by the Assignee to execute this Patent Assignment on its behalf, and has executed this Patent Assignment as an instrument under seal as of this 5th day of January 2011.

G4 2010, LLC

By: 
Name: Robert Dodaro
Title: Vice President

PATENT ASSIGNMENT - SCHEDULE 1

Assigned Patents

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Grant Date</u>
Percussion Stick Holder	USA	^4,531,443	06/659,178	October 9, 1984	July 30, 1985
Drumstick	USA	^4,702,143	06/833,114	February 26, 1986	October 27, 1987

^ Expired.

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of January 5, 2011, is executed and delivered by and between Pro-Mark Corporation, a Texas corporation (the "Assignor"), and G4 2010, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and certain of its affiliates and the Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, the Assignor owns the trademarks listed on Schedule 1 attached hereto (the "Assigned Marks"); and

WHEREAS, the Asset Purchase Agreement contemplates that the Assignor will assign the Assigned Marks to the Assignee, and the Assignee desires to, together with its successors and assigns, acquire the right, title and interest in and the benefits and privileges of, the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby, without reservation:

1. Assigns, conveys, transfers and delivers to the Assignee all of the Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith, the right, if any, to secure all renewals and extensions thereof in all countries, and the right to sue and recover for, and the right to profits or damages due, accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of, or damage or injury to the Assigned Marks or the accompanying goodwill.
2. Agrees that, upon the Assignee's reasonable request it will furnish all necessary documentation reasonably available to the Assignor relating to or supporting chain of title, sign all appropriate papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Assigned Marks in the Assignee, its successors, assigns and legal representatives or nominees.

This assignment is given with, and only with, the representations and warranties set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignor and is duly authorized by the Assignor to execute this Trademark Assignment on its behalf, and has executed this Trademark Assignment as an instrument under seal as of this 5th day of January 2011.

PRO-MARK CORPORATION

By: Mary L. Burk
Name:
Title:

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignee and is duly authorized by the Assignee to execute this Trademark Assignment on its behalf, and has executed this Trademark Assignment as an instrument under seal as of this 5th day of January 2011.

G4 2010, LLC

By: _____
Name:
Title:

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PRO-MARK CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of the Assignee and is duly authorized by the Assignee to execute this Trademark Assignment on its behalf, and has executed this Trademark Assignment as an instrument under seal as of this 5th day of January 2011.

G4 2010, LLC

By: *Robert Dodaro*
Name: Robert Dodaro
Title: Vice President

Schedule 1 to Trademark Assignment

Assigned Marks

1. U.S. Trademark Registration No. 1,107,197 issued November 28, 1978, for 707;
2. U.S. Trademark Registration No. 1,105,103 issued October 31, 1978, for 727;
3. U.S. Trademark Registration No. 3,604,324 issued April 7, 2009, for 787;
4. U.S. Trademark Registration No. 3,596,551 issued March 24, 2009, for 797;
5. U.S. Trademark Registration No. 2,686,788 issued February 11, 2003, for 808;
6. U.S. Trademark Registration No. 2,045,812 issued March 18, 1997, for COOL RODS;
7. U.S. Trademark Registration No. 1,111,733 issued January 23, 1979, for DC10;
8. U.S. Trademark Registration No. 2,227,353 issued March 2, 1999, for FUTURE-PRO;
9. U.S. Trademark Registration No. 1,130,834 issued February 12, 1980, for HANDS;
10. U.S. Trademark Registration No. 2,032,231 issued January 21, 1997, for HOT RODS;
11. U.S. Trademark Registration No. 2,170,676 issued July 7, 1998, for LIGHTNING RODS;
12. U.S. Trademark Registration No. 3,537,740 issued November 25, 2008, for PRO-GRIP;
13. U.S. Trademark Registration No. 1,133,088 issued April 15, 1980, for PRO-MARK;
14. U.S. Trademark Registration No. 3,344,097 issued November 27, 2007, for PRO-MARK;
15. U.S. Trademark Registration No. 3,467,413 issued July 15, 2008, for PRO-ROUND;
16. U.S. Trademark Registration No. 1,122,317 issued July 17, 1979, for ROCK-747;
17. U.S. Trademark Registration No. 1,108,571 issued December 12, 1978, for ROCK KNOCKER;
18. U.S. Trademark Registration No. 3,237,461 issued May 1, 2007, for SAY IT WITH YOUR MUSIC;
19. U.S. Trademark Registration No. 3,589,665 issued March 17, 2009, for SHIRA KASHI;

20. *U.S. Trademark Registration No. 3,521,947 issued October 21, 2008, for SYSTEM BLUE;
21. U.S. Trademark Registration No. 1,664,073 issued November 12, 1991, for THE NATURAL;
22. U.S. Trademark Registration No. 2,993,453 issued September 6, 2005, for THE WORLD'S FINEST STICKS;
23. U.S. Trademark Registration No. 3,462,196 issued July 8, 2008, for THE WORLD'S FINEST STICKS;
24. U.S. Trademark Registration No. 2,032,230 issued January 21, 1997, for THUNDER RODS;
25. U.S. Trademark Registration No. 2,185,462 issued September 1, 1998, for TUBZ (STYLIZED);
26. U.S. Trademark Registration No. 1,272,632 issued April 3, 1984, for drumstick design;
27. Argentina Trademark Registration No. 2,139,070 issued January 26, 2007, for PRO-MARK;
28. Australia Trademark Registration No. 291825 issued November 4, 1975, for PRO-MARK;
29. Benelux Trademark Registration No. 336075 issued November 7, 1995, for PRO-MARK;
30. Canada Trademark Registration No. TMA186,187 issued October 20, 1972, for PRO-MARK;
31. Canada Trademark Registration No. TMA231,986 issued February 23, 1979, for band design;
32. Canada Trademark Registration No. TMA366,456 issued March 9, 1990, for band around drumstick design;
33. Canada Trademark Registration No. TMA692,680 issued July 24, 2007, for STINGER;
34. China Trademark Application No. 5541274 pending since August 14, 2006, for PRO-MARK;
35. Germany Trademark Registration No. 954999 issued February 17, 1977, for PRO-MARK (STYLIZED);

36. Japan Trademark Registration No. 611103 issued May 8, 1963, for PRO-MARK;
37. Switzerland Trademark Registration No. 2P-283157 issued June 2, 1976, for PRO-MARK (STYLIZED);
38. Taiwan Trademark Registration No. 179900 issued May 16, 1982, for PRO-MARK;
39. U.K. Trademark Registration No. 931236 issued September 20, 1968, for PRO-MARK;
40. ^U.S. Trademark Serial No. 73135223 filed July 25, 1977 for 909;
41. ^U.S. Trademark Serial No. 73135224 filed July 25, 1977 for FATSO;
42. ^U.S. Trademark Serial No. 73135225 filed July 25, 1977 for HARDHEAD-105;
43. ^U.S. Trademark Serial No. 73135226 filed July 25, 1977 for 808;
44. ^U.S. Trademark Serial No. 73278665 filed September 22, 1980 for DC-9;
45. ^U.S. Trademark Serial No. 73278762 filed September 22, 1980 for 767;
46. ^U.S. Trademark Serial No. 73278763 filed September 22, 1980 for GOOD TIME (STYLIZED);
47. ^U.S. Trademark Serial No. 73278764 filed September 22, 1980 for 757;
48. ^U.S. Trademark Serial No. 73283468 filed October 27, 1980 for GOLDEN OAK;
49. ^U.S. Trademark Serial No. 73650189 filed March 19, 1987 for QUATRO;
50. ^U.S. Trademark Serial No. 73763316 filed November 14, 1988 for NEW GENERATION;
51. ^U.S. Trademark Serial No. 74522937 filed May 6, 1994 for MILLENNIUM II;
52. ^U.S. Trademark Serial No. 75157818 filed August 28, 1996 for drumstick design;
53. ^U.S. Trademark Serial No. 75230337 filed January 23, 1997 for HARD CORPS;
54. ^U.S. Trademark Serial No. 75331595 filed July 28, 1997 for rod design;
55. ^U.S. Trademark Serial No. 75331596 filed July 28, 1997 for rod design;
56. ^U.S. Trademark Serial No. 77100021 filed February 6, 2007 for PAIR AND A SPARE;
57. ^U.S. Trademark Serial No. 78126682 filed May 6, 2002 for MILLENNIUM;

- 58. ^U.S. Trademark Serial No. 78561474 filed February 6, 2005 for HAMMERZ;
- 59. ^U.S. Trademark Serial No. 78561477 filed February 6, 2005 for STINGER;
- 60. ^U.S. Trademark Serial No. 78920112 filed June 29, 2006 for NOT YET FAMOUS DRUMMER;
- 61. ^U.S. Trademark Serial No. 78950018 filed August 11, 2006 for MILLENNIUM II;
- 62. ^Canada Trademark Serial No. 0360199 filed January 8, 1973 for drumstick design; and
- 63. ^Argentina Trademark Serial No. 1398153 filed April 11, 1990 for PRO-MARK.

* At the time of closing: (i) Seller was in discussions with BD Performing Arts regarding an assignment and license back regarding the SYSTEM BLUE trademark; (ii) no signed or binding agreement existed between the parties; and (iii) drafts of the assignment and license back had been provided to Buyer.

^ Expired, abandoned, or canceled.

DOMAIN NAME ASSIGNMENT

This Domain Name Assignment (this "Assignment"), dated as of January 5, 2011, is made by Pro-Mark Corporation, a Texas corporation (the "Assignor"), in favor of G4 2010, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and among the Assignor and the Assignee, the Assignor has agreed, among other things, to sell, convey, transfer and assign, or cause to be sold, conveyed, transferred and assigned, to the Assignee all right, title and interest of the Assignor in and to the internet domain name(s) listed on Schedule A hereto (the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, effective as of the date first referred to above, all right, title, and interest of the Assignor in and to the Domain Names and the goodwill associated therewith; all rights to make application, domestic and foreign, in the future to register or otherwise obtain legal protection for the Domain Names; all income, royalties, damages and payments now or hereafter due or payable in respect thereto; all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation or dilution thereof; and all other rights and privileges corresponding thereto throughout the world.

The Assignor further agrees, without further consideration, to execute and deliver, or arrange for the execution and delivery of, such further documents and instruments as the Assignee may reasonably request, to effectuate and record this Assignment and the assignment of the Domain Names, including undertaking the transfer procedures of the registrar of the Domain Names and taking all other steps necessary to put in the name of the Assignee all of the Domain Names being transferred hereunder.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its authorized representative as of the date and year first above written.

PRO-MARK CORPORATION

By: *Manny L. Rindt*
Name:
Title:

G4 2010, LLC


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its authorized representative as of the date and year first above written.

PRO-MARK CORPORATION

By: _____
Name:
Title:

G4 2010, LLC

By:  _____
Name: Robert Dodaro
Title: Vice President

Schedule A

DOMAIN NAMES

1. www.promark.com