

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KRK Systems LLC	11/30/2011
RECEIVING PARTY DATA	
Name:	Gibson Guitar Corp.
Street Address:	309 Plus Park Blvd.
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37217
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29393788
CORRESPONDENCE DATA	
Fax Number:	(877)707-5574
Phone:	3608528490
Email:	alan@stonecreekpatents.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Stone Creek LLC Alan M Flum
Address Line 1:	2019 NE 179 Street P67
Address Line 4:	Ridgefield, WASHINGTON 98642
ATTORNEY DOCKET NUMBER:	01.017
NAME OF SUBMITTER:	Alan M. Flum
Total Attachments: 31 source=to_Gibson_XX0273620724#page3.tif source=to_Gibson_XX0273620724#page4.tif source=to_Gibson_XX0273620724#page5.tif source=to_Gibson_XX0273620724#page6.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is dated as of December 1, 2011, by and among Gibson Guitar Corp., a Delaware corporation, having a usual place of business at 309 Plus Park Boulevard, Nashville, Tennessee 37217 ("**Purchaser**" and "**Assignee**"), and Stanton Magnetics, Inc., a Florida corporation, having a usual place of business at 772 S. Military Trail, Deerfield Beach, Florida 33442 (the "**Company**"), Cerwin-Vega, Inc., a Florida corporation and wholly owned subsidiary of the Company, having a usual place of business at 772 S. Military Trail, Deerfield Beach, Florida 33442 ("**CV**"), KRK Systems, LLC, a Florida limited liability company and wholly owned subsidiary of the Company, having a usual place of business at 772 S. Military Trail, Deerfield Beach, Florida 33442 ("**KRK**"), Stanton Europe, SPRL, a Belgian company, having a usual place of business at 382 Avenue de la Couronne, Brussels, Belgium ("**Stanton Europe**"), and Stanton Group Asia Pacific (Shanghai) Ltd., a Chinese wholly owned foreign invested enterprise, having a usual place of business at 20 Chaling Bei Road, Shanghai, China 20032 ("**Stanton Group Asia**", and together with the Company, CV, KRK and Stanton Europe, the "**Sellers**"). All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Purchaser and Sellers are parties to the Asset Purchase Agreement, dated as of November 23, 2011 ("**Asset Purchase Agreement**"), pursuant to which each of the Sellers agreed to sell, transfer, assign, convey and deliver to Purchaser or one or more Affiliates of Purchaser designated by Purchaser, free and clear of all Encumbrances, all rights, title and interest in and to all of the Purchased Assets;

WHEREAS, certain of the Purchased Assets constitute Intellectual Property owned by Sellers used in connection with the Business ("**Assigned Intellectual Property**"), including the Intellectual Property set forth on Exhibit A hereto, which constitute the transfer of all or substantially all of the assets of a going business;

WHEREAS, Sellers own all rights, title and interest in and to the Owned Intellectual Property;

WHEREAS, Purchaser hereby designates Gibson Guitar Corp. as the Assignee;

WHEREAS, each Seller desires to sell, transfer, assign, convey and deliver to Assignee all of such Seller's rights, title and interest in and to the Assigned Intellectual Property owned or licensed, as applicable, by such Seller, and Assignee desires to purchase and acquire all such Assigned Intellectual Property; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing under the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Sellers, Purchaser and Assignee hereby agrees as follows:

1. Assignment. Each of Sellers hereby sells, transfers, assigns, conveys and delivers to Assignee and its successors, assigns, and legal representatives, such Seller's entire rights, title and interest in and throughout the world in and to:

(a) the Assigned Intellectual Property, including (A) any common law rights that may exist and are associated therewith, (B) all rights to use, exploit, license and otherwise dispose of the same, and (C) the right to secure and renew any and all registrations thereof;

(b) all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, renewals, reissues, reexaminations, extensions, and all other applications which have been or shall be filed in the United States and all other countries in respect of the Assigned Intellectual Property or any improvements or derivatives thereof, specifically including the right to file such applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

(c) all original, renewal, extension and reissued registrations which have been or shall be issued in the United States and all other countries in respect of the Assigned Intellectual Property and any improvements or derivatives thereof;

(d) all inventions and the patents as may issue or claim priority under United States law or international convention in respect of the Assigned Intellectual Property;

(e) all rights of priority and claims for damages for reason of past or current infringement, unauthorized use or misappropriation of the Assigned Intellectual Property, as well as the right to sue for and collect the same for Assignee's own use and enjoyment; and

(f) with respect to any and all trademarks, service marks or trade names, the goodwill of the business associated therewith and appurtenant thereto, including the right of filing additional arguments on all pending oppositions made by the Sellers on the basis of the trademarks against trademark applications filed by third parties. Where there are intent to use applications which can be converted to use-based applications, Seller shall promptly convert such applications and assign the same to Purchaser.

2. Authorization. Sellers shall release and transfer possession and control of the Internet domain name registrations included in the Assigned Intellectual Property ("*Domains*") by initiating the transfer with the current registrar of each Domain and using commercially reasonable efforts to perform, follow or cooperate with Assignee on all procedures and actions specified by each registrar. Sellers hereby authorize each such registrar to transfer the ownership, registration and control of the Domains to Assignee.

3. Severability. Each of Sellers, Purchaser and Assignee agrees that multiple copies of this Agreement may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Sellers, Purchaser and Assignee. This Agreement will be binding on the successors of Sellers and extend to the successors, assigns and nominees of Assignee.

4. Further Assurances. Sellers, from time to time after the Closing Date, at Purchaser's or Assignee's reasonable request, will execute, acknowledge, and deliver to Purchaser or Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Purchaser or Assignee may reasonably request in order to evidence the transfers and assignments contemplated by this Agreement and to vest more effectively in Assignee, or to put Purchaser or Assignee more fully in possession of, any of the Assigned Intellectual Property. Each Seller will cooperate with Purchaser or Assignee and shall use commercially reasonable efforts to execute and deliver to Purchaser or Assignee such other instruments and documents and take such other actions, as may be reasonably requested from time to time by Purchaser or Assignee as reasonably necessary to carry out, evidence, and confirm the intended purposes of this Agreement.

5. Terms of the Asset Purchase Agreement. This Agreement is delivered pursuant to the terms of the Asset Purchase Agreement and confirms the conveyance of the Purchased Assets pursuant to the Asset Purchase Agreement. This Agreement supplements the Asset Purchase Agreement and shall not be construed to limit the terms thereof, which remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Miscellaneous.

(a) Governing Law; Jurisdiction; Venue. This Agreement shall be construed under and governed by the internal laws of the State of New York without regard to its conflict of laws provisions. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with Section 12.2 of the Asset Purchase Agreement.

(b) Entire Agreement. This Agreement, together with the Asset Purchase Agreement and the documents attached as exhibits thereto (collectively, the "**Transaction Documents**"), sets forth the entire understanding of the parties with respect to the subject matter of the Transaction Documents, and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, between the parties to the Transaction Documents with respect to the subject matter thereof.

(c) Assignability; Binding Effect. Neither this Agreement nor any of the rights or obligations of Sellers, Purchaser or Assignee hereunder may be assigned by such party without the prior written agreement of the other parties; provided, however, that, (i) in the event of a Dissolution of any Seller, such Seller shall assign its rights and obligations under this Agreement to the Seller Representative without the consent of Assignee and (ii) each of Purchaser and Assignee may assign its rights and obligations under this Agreement to its subsidiaries without the consent of Sellers, provided that upon such assignment, Purchaser shall remain liable for all of its and Assignee's obligations under this Agreement. This Agreement shall be binding upon Sellers and their respective successors and permitted assigns (if any), and Purchaser and Assignee and its successors and permitted assigns (if any). This Agreement shall inure to the benefit of the parties hereto. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

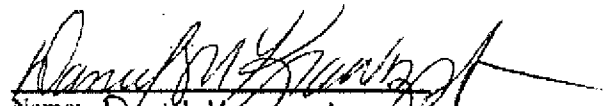
(d) Captions and Gender. The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter, as the context may require.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

PURCHASER AND ASSIGNEE:

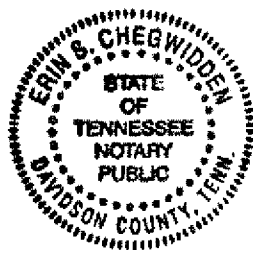
GIBSON GUITAR CORP.


Name: Daniel Krawczyk
Title: Chief Development Officer

STATE OF Tennessee)


COUNTY OF Davidson)

BEFORE ME, the undersigned authority, on this 1 day of Dec, 2011, personally appeared Daniel Krawczyk of Gibson, an officer, on behalf of said Gibson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.



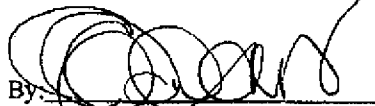
[SEAL]

My Commission Expires MAY 20, 2014


Notary Public
My Commission Expires: May 20 2014

SELLERS:

STANTON MAGNETICS, INC.

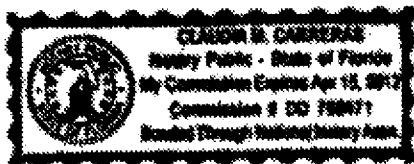


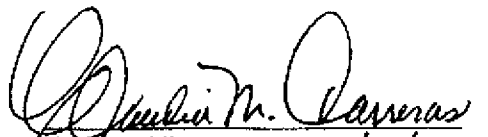
By: _____
Name: Timothy Dorwart
Title: Chief Executive Officer

STATE OF Florida)

COUNTY OF Broward)

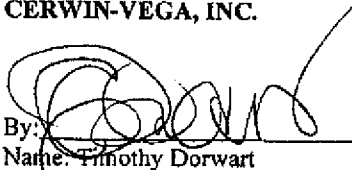
BEFORE ME, the undersigned authority, on this 30th day of November, 2011, personally appeared Dorwart, Timothy of Stanton Magnetics a CEO, on behalf of said company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.




Notary Public
My Commission Expires: 4/15/2012

[SEAL]

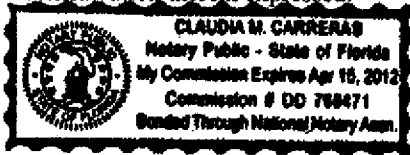
CERWIN-VEGA, INC.

By: 
Name: Timothy Dorwart
Title: Chief Executive Officer

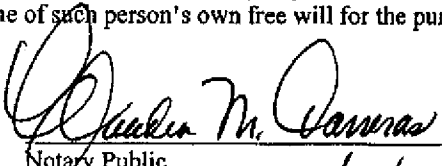
STATE OF Florida

COUNTY OF Broward

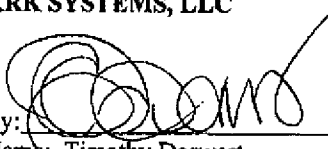
BEFORE ME, the undersigned authority, on this 30th day of November 2011, personally appeared Dorwart, Timothy of Cerwin Vega, a CEO, on behalf of said company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.



[SEAL]


Notary Public
My Commission Expires: 4/15/2012

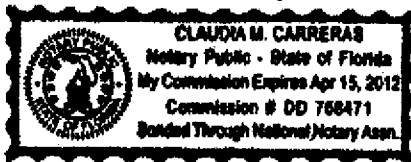
KRK SYSTEMS, LLC

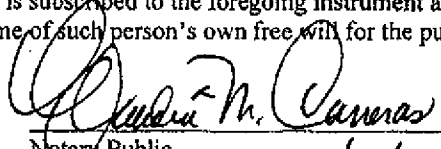
By: 
Name: Timothy Dorwart
Title: Chief Executive Officer

STATE OF Florida)

COUNTY OF Broward)

BEFORE ME, the undersigned authority, on this 30th day of November, 2011, personally appeared Dorwart, Timothy of KRK, a CEO, on behalf of said Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.




Notary Public
My Commission Expires: 4/15/12

[SEAL]

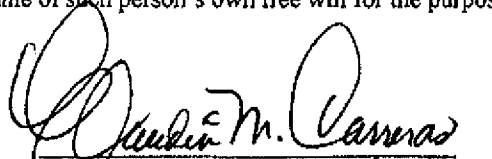
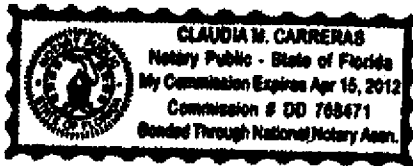
STANTON EUROPE, SPRL



By: _____
Name: Timothy Dorwart
Title: Gerant

STATE OF Florida)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, on this 30th day of November, 2011, personally appeared Dorwart, Timothy of Stanton Europe CEO, on behalf of said company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.



Notary Public
My Commission Expires: 4/15/2012

[SEAL]

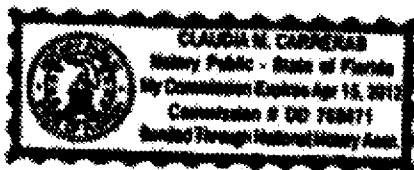
STANTON GROUP ASIA PACIFIC (SHANGHAI)
LTD.

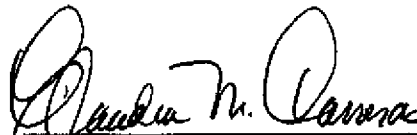
By: 
Name: Timothy Dorwart
Title: Manager

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, on this 20th day of November, 2011, personally appeared Dorwart, Timothy of Stanton Group Asia CEO, on behalf of said company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.




Notary Public
My Commission Expires: 4/15/2012

[SEAL]

EXHIBIT A

Owned Intellectual Property

1. Patents

(a) Stanton Magnetics, Inc.

i. U.S. Utility Patents

<u>Patent No.</u>	<u>Docket</u>	<u>Title</u>	<u>Est. Expiration</u>
8,053,660	01.005	Variable Slippage Control for a Disc Jockey Control Surface (Continuation)	5/2027
7,928,313	01.010	Variable slippage control for a disc jockey control surface	4/2027
7,828,556	01.006	Magnetic Indexing and Connecting Device	3/2028
7,763,843	01.003	Optical navigation system for rotary control based non-contact controller	4/2026
7,567,498	01.015	Phonographic turntable with built-in audio to USB or FireWire device	3/2026
7,566,827	01.014	Variable Slippage Control for a Disc Jockey Control Surface	10/2026
7,205,495	01.011	Control Knob with Multi-Color Indicator	6/2025
6,818,815	01.013	Phonographic Turntable with MIDI output	1/2023
5,555,554		Vented Headset Speaker	6/2015

i. U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>	<u>Expires</u>
D628,981	DISC JOCKEY CONTROLLER (SCS.3 Design Patent)	12/14/2024
D578,514	MIXER DECK (SCS.1 Design Patent: Deck)	10/14/2022
D578,513	MIXER (SCS.1 Design Patent: Mixer)	10/14/2022
D476,972	AUDIO EFFECTS CONTROLLER (DFX-1 Design Patent)	01/08/2017

ii. Foreign Design Patents

<u>Patent No.</u>	<u>Description</u>
000928205-0001	European Design Patent: Audio Processing Apparatus (Ergo)1

000928205-0002	European Design Patent: Mixers (SCS.1 Mixer)
000928205-0003	European Design Patent: Mixer Deck (SCS.1 Deck)
000928205-0004	European Design Patent: Speakers (Rokit)2

iii. Pending Utility Patent Applications

<u>App Number</u>	<u>Docket</u>	<u>Title</u>	<u>Status</u>
12/558,469	01.001	Touch Pad Disc Jockey Controller	Docketed by PTO. Ready for examination.
12/629,053	01.005	Variable Slippage control For A Disc Jockey Control Surface (Continuation)	Notice of Allowance expected by Sept. 2011. Estimated issuance by Nov. 2011.
12/218,419	01.008	Position Sensitive Rotatable DJ Control	Examiner awaiting response to existing office action.
12/220,759	01.009	Rotary Control Device for Manipulating Digital Audio Signals	Non-Final Rejection response due 11/30/11.

iv. Pending Design Patent Applications

<u>App #</u>	<u>Docket</u>	<u>Title</u>	<u>Status</u>
29/404,558	01.018	Disc Jockey Controller - SCS.4DJ	D

(b) Cerwin Vega, Inc.

i. U.S. Utility Patents

<u>Patent No.</u>	<u>Docket</u>	<u>Title</u>	<u>Est. Expiration</u>
7,602,934	01.016	Speaker with built-in storage of satellite speakers	12/2025
6,111,970	01.012	Improved Suspension For High Power Pleated Ribbon Transducer	3/2018

ii. U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>	<u>Expires</u>
D606,042	CURVED GRILL SPEAKER	12/15/2023

D592,183	AUDIO SPEAKER (CVA-28)	05/12/2023
D585,422	SPEAKER (CVA-121/118 Design Patent)	01/27/2023

iii. Foreign Design Patents

<u>Pub. No.</u>	<u>Appl. No.</u>	<u>Country</u>	<u>Description</u>
CN3673763	2006301352042	China	Baffle Box (CVHD)3

(c) KRK System, LLC

i. U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>	<u>Expires</u>
D602,470	AUDIO SPEAKER (Rokit Design Patent)	10/20/2023
D589,494	SPEAKER (VXT Design Patent)	03/31/2023
D588,105	AUDIO SPEAKER (E8B Design Patent)	03/10/2023
D581,393	AUDIO PROCESSING APPARATUS (Ergo Design Patent)	11/25/2022

ii. Pending Design Patent Applications

<u>App #</u>	<u>Docket</u>	<u>Title</u>	<u>Status</u>
D294,367	01.017	Audio Speaker – RP10-3	Docketed by PTO.


iii. Foreign Design Patents

<u>Pub. No.</u>	<u>Appl. No.</u>	<u>Country</u>	<u>Title</u>
CN3652034	20063014915	China	Baffle Box (RP)4
CN300847819	200730323899	China	Monitor Speaker (VXT6)
CN300847820	200730324114	China	Monitor Speaker (E8B)
CN301061814	200830211908	China	Monitor Speaker (RPG2 Assembly)

2. Trademarks

(a) Stanton Group Trademarks – Foreign

<u>Country</u>	<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	Pickering		Registered	2.244.487	10/01/1999	1/27/2000	1.772.171
Argentina	Cerwin Vega		Registered				1.712.227
Australia	Stanton	Word Mark	Registered			11/18/1975	292222
Australia	Stanton	Work Mark	Registered			11/18/1975	312998
Australia	Cerwin Vega		Registered	297385	6/1/1976	6/1/1976	297385
Australia	CV Logo		Registered	297386	6/1/1976	6/1/1976	297386
Australia	KRK	Work Mark		12070548	6/18/2009		
Austria	Cerwin Vega		Registered	813/91	8/31/1991	8/27/1991	13,254
Benelux (Belgium, Netherlands, Luxembourg)	Stanton	Work Mark	Registered	41334	11/27/1978	11/27/1978	355337
Benelux (Belgium, Netherlands, Luxembourg)	Cerwin-Vega		Registered	41950	4/3/1979	4/3/1979	R 357954
Benelux (Belgium, Netherlands, Luxembourg)	CV Logo		Registered	41951	4/3/1979	4/3/1979	R 358439
Brazil	Stanton	Design + Words	Registered			8/7/2007	124770??
Brazil	Cerwin-Vega (Cl. 7)		Registered		11/7/1995	11/7/2005	817680470
Brazil	CV Logo (Class 7)		Registered		1/17/1994	11/7/1995	817680446
Brazil	CV Logo (Class 9)		Registered		1/17/1994	11/7/1995	817680489

Country	Trademark	Type	Status	Appl. No.	Filing Date	Reg. Date	Reg. No.
Canada	Stanton	Work Mark	Pending	1362062	9/6/2007	Pending	
Canada	Cerwin-Vega		Registered	399203	6/18/1976	11/25/1977	TMA224306
Canada	CV Logo		Registered	399824	7/15/1976	12/16/1977	TMA224876
Canada	KRK		Registered				TMA742260
Chile	Cerwin-Vega		Registered	729308	5/15/2006	5/15/2006	764551
Chile	CV Logo		Registered				433.672
Chile	Prostax		Registered	662672	10/13/2004	12/13/2004	711430
Chile	Cerwin		Registered	263873	1/12/1994	11/2/1994	433671
China	Cerwin-Vega		Registered	714085	5/11/1993	11/7/1994	714085
China	CV Logo		Registered	712886	5/11/1993	10/28/1994	712986
China	KRK Systems, LLC		Pending	8102209	3/2/2010		
China	KRK Systems, LLC	Block letters	Pending	8102210	3/2/2010		
China	Stanton	Stanton	Pending	6026928			
Denmark	Pickering	Word Mark	Registered	05-255-78	4/18/1980	4/18/1980	VR1980 01706
Denmark	Stanton	Word Mark	Registered	VA197800 5256,19781 213		1/30/1981	VR198100431 ,19810130
Denmark	Cerwin-Vega		Registered	VA 1979 01962	5/10/1979	1/4/1980	VR1980 00132
Denmark	CV Logo		Registered	VA 1979 01352	4/3/1979	12/7/1979	VR1979 03669
EU Mark	KRK Systems, LLC	EM	Registered	TMREF#9 656232		1/13/2011	
EU Mark	Cerwin-Vega, Inc.	EM		TMREF#1 0039303	6/10/2011		

<u>Country</u>	<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
EU Mark	Stanton		Pending	10218303	9/25/2011		
France	Stanton	Word Mark	Registered	503390/3664733	1/26/1989	7/13/1989	1510969
France	Cerwin-Vega		Registered	INPI818999		10/13/1986	1374967
France	CV Logo		Registered	INPI819000		10/15/1986	1374968
Germany	Stanton	Work Mark	Registered	ST 11673	11/27/1978	2/7/1980	997509
Germany	Cerwin-Vega		Registered	C25909	10/19/1976	12/6/1978	979445
Germany	CV Logo		Registered	C 25910	10/19/1976	1/14/1978	965497
Germany	Cerwin		Registered	C 25908	10/19/1976	11/17/1977	964703
Greece	Cerwin-Vega		Registered				73,888
Greece	CV Logo		Registered				73,886
Hong Kong	Pickering	Word Mark	Registered	1873	9/13/1977	10/31/1980	B1873
Hong Kong	Stanton		Registered	1729/1976	11/30/1976	8/29/1979	19790996
Hong Kong	CV Logo		Registered		3/4/1979	12/11/1981	1981B2234
India	Design		Pending		2211820	9/27/2011	
India	Design		Pending		2211819	9/27/2011	
Italy	Stanton		Registered	MI2009C002316	1/22/1999	5/21/2010	944852
Italy	Cerwin-Vega		Registered	RM/2009/1937			
Italy	Cerwin-Vega		Registered	RM99/1690	4/6/1999	6/17/2002	869834
Italy	CV Logo		Registered	RM/99/1662	4/2/1999	6/17/2002	869806
Japan	Pickering		Registered	S48-39541	3/7/1973	7/26/1976	1,211,280

<u>Country</u>	<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Japan	Stanton			39542	?	?	?
Japan	Cerwin-Vega		Registered	S53-048627	6/30/1978	6/29/1982	1520228
Japan	CV Logo		Registered	S53-048628	6/30/1978	1/29/1982	1496540
Japan	VEGA		Registered				0929454
Korea	Pickering		Registered	40-1981-0001302	2/12/1981	12/15/1981	4000793570000
Korea	Stanton		Registered	40-1981-0001145	2/4/1981	12/15/1981	4000793520000
Mexico	Pickering	Word Mark	Registered	86,704	1/20/1975	10/14/1986	325,224
Mexico	Stanton		Registered	689,562	11/24/2004	3/29/2005	873,745
Mexico	Cerwin Vega		Registered	223653	2/6/1995	7/20/1995	497,744
Mexico	CV Logo		Registered	249436	3/28/1980	3/28/2015	2449,436
Mexico	Prostax		Registered	195910	4/12/1994	5/18/1994	461,021
New Zealand	KRK		Pending	847163	8/5/2011		
Norway	KRK		Pending	201109508	8/22/2011		
Norway	KRK		Prov. Refusal	201109505	8/22/2011		
Norway	STANTON		Pending	201110270	9/7/2011		
Norway	Cerwin-Vega		Pending				
Philippines	Cerwin-Vega!		Registered	41995102996D	9/27/1995	12/11/2006	41995102996D
Philippines	CV Logo		Pending	41995102995D	9/27/1995		1995102995D
Philippines	Cerwin		Registered	41995105244	9/27/1995	12/13/1999	41995105244

<u>Country</u>	<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Poland	Cerwin-Vega		Registered	112559	8/14/1992	11/7/1995	87551
Poland	CV Logo		Registered	112556	8/14/1992	10/27/1994	81683
Russia	Cerwin-Vega		Registered				119463
Russia	CV Logo		Registered				118640
Singapore	Stanton (+ Old Stylized S)	Design + Words	Registered	69779	11/23/1976	11/23/1976	T7669779A
Singapore	Pickering		Registered	69778	11/23/1976	5/4/1982	B2251/82
Singapore	Cerwin Vega (+Logo)		Registered		3/30/1979	11/3/1989	T79/79754A
Singapore	KRK		Pending	T1112578E	9/12/2011		
South Korea	Cerwin-Vega		Pending	40-2011- 0046279	8/24/2011		
South Korea	KRK		Pending	40-2011- 0042440	8/5/2011		
Spain	PICKERING		Registered	894659	7/26/2002		
Spain	Cerwin-Vega		Registered	885679 M	8/14/1978	10/20/1979	885679 M
Spain	CV Logo		Registered	885678 M	8/14/1978	7/20/1979	885.678
Sweden	Cerwin (+ Logo)		Registered	1979/02315	4/26/1979	11/7/1980	174253
Sweden	CV Logo		Registered	2003/00771 1	12/19/2003	6/24/2004	367654
Sweden	Cerwin-Vega		Registered	1979/01795	3/30/1979	12/23/1983	189445
Switzerland	Stanton		Registered	5780	11/27/1978	11/27/1978	P-298782
Switzerland	KRK		Pending	59002/2011	8/5/2011		
Switzerland	STANTON		Pending	59908/2011	8/31/2011		
Taiwan	Stanton		Registered	065010164	5/26/1977	3/1/1977	91813
Taiwan	Pickering		Registered	065010163	11/23/1976	9/1/1977	00091812

<u>Country</u>	<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Thailand	Cerwin Vega		Registered				TM5003
Thailand	Cerwin			Applied for			
United Kingdom	Stanton		Registered	1,062,760	5/12/1976	1/20/1981	B1062760
United Kingdom	Pickering		Registered	1,062,759	5/12/1976	9/16/1980	1062759
United Kingdom	Cerwin-Vega!		Registered	B 1063773	6/2/1976	12/14/1983	1063773
United Kingdom	CV Logo		Registered	B 1063771	6/2/1976	8/16/1978	1063771
Uruguay	Stanton		Registered	170365	1/29/1982	5/13/1982	170365
Venezuela	Stanton		Registered	909	2/16/1977	4/18/1979	90766
Venezuela	Pickering		Registered	1977-000910	1/1/1977	10/25/1979	092450

(b) Stanton Group Trademarks – United States

<u>Company</u>	<u>Serial Number</u>	<u>Reg No.</u>	<u>Word Mark</u>	<u>Reg Date</u>
Cerwin-Vega	73826555	1600526	Cerwin-Vega!	6/12/1990
Cerwin-Vega	78313183	3093877	Vision (stylized letters)	5/16/2006
Cerwin-Vega	78913517	3292297	CVHD	9/11/2007
Cerwin-Vega	73327026	1228286	Loud is Beautiful . . . If it's Clean	2/22/1983
Cerwin-Vega	77010825	3229039	After Burner	4/17/2007
Cerwin-Vega	77010864	3232292	Stroker Pro	4/24/2007
Cerwin-Vega	77010287	3232290	VE	4/24/2007
Cerwin-Vega	77010140	3241176	Vega Bass	5/15/2007
Cerwin-Vega	77010325	3337915	HED	11/20/2007
Cerwin-Vega	77362760	3480189	CV	8/5/2008

Company	Serial Number	Reg No.	Word Mark	Reg Date
Cerwin-Vega	77156858	3542484	The Loud Speaker Company	12/9/2008
Cerwin-Vega	77461022	3546535	CVA	12/16/2008
Cerwin-Vega	74428678	1915796	Stroker	8/29/1995
Cerwin-Vega	73082737	1060670	CV (Logo)	3/8/1977
Cerwin-Vega	73082883	1072135	Cerwin-Vega	8/30/1977
Cerwin-Vega	85352783		SDS	
Cerwin-Vega	85329221		CVI	
KRK	77010022	3270998	Exposé	7/31/2007
KRK	77128332	3311581	VXT	10/16/2007
KRK	77010528	3418991	ERGO	9/28/2006
KRK	77010046	3421198	ROKIT	5/6/2008
KRK	74489162	1897394	KRK	6/6/1995
Stanton	77461795	3617301	SCS	5/5/2009
Stanton	77519675	3607483	Stantouch	4/14/2009
Stanton	77519672	3610243	Darouter	4/21/2009
Stanton	78439147	3053406	DJ For Life	1/31/2006
Stanton	77010617	3273461	DJ Lab	8/7/2007
Stanton	77010903	3284357	Groovemaster	8/28/2007
Stanton	77010721	3284355	Discmaster	8/28/2007
Stanton	78486020	3163663	Stanton (New Stanton Design Mark)	10/24/2006
Stanton	77028025	3322401	Stanton	10/30/2007
Stanton	77010636	3407442	DJ Pro	4/1/2008
Stanton	72403557	987247	S (old Stanton Design Mark)	7/2/1974
Stanton	77362768	3495294	Trackmaster	9/2/2008

<u>Company</u>	<u>Serial Number</u>	<u>Reg No.</u>	<u>Word Mark</u>	<u>Reg Date</u>
Stanton	77340315	3544747	SC Systems	12/9/2008
Stanton	77270237	3547817	Dascratch	12/16/2008
Stanton	72000440	640952	Pickering	2/5/1957
Stanton	72000441	640953	PC	2/5/1957

3. Domain Name Registration

cerwin.biz; cerwin.cc; cerwin.org; cerwin.us; cerwin.ws; cerwinvega.com; cerwin-vega.biz; cerwin-vega.cc; cerwin-vega.com; cerwin-vega.info; cerwin-vega.org; cerwin-vega.us; cerwin-vega.ws; sgap.ws; cerwin.biz; cerwin.cc; cerwin.org; cerwin.us; cerwin.ws; cerwin-vega.biz; cerwin-vega.cc; cerwin-vega.info; cerwin-vega.org; cerwin-vega.us; cerwin-vega.ws; djforlife.com; krksys.com; pickeringaudio.com; sgap.ws; stantondj.com; stantoneurope.com; stantongroup.ws; stantonmagnetics.com; stantonmail.com; thedjword.co.uk; thedjword.com; thedjword.eu; thedjword.net; thedjword.org; thedjword.ws; theloop06.com; theloop07.com; theloop08.com

NOTICE OF PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "**Assignment**") is made effective December 1, 2011 by and among Gibson Guitar Corp., a Delaware corporation, having a usual place of business at 309 Plus Park Boulevard, Nashville, Tennessee 37217 ("**Purchaser**" and "**Assignee**"), and Stanton Magnetics, Inc., a Florida corporation, having a usual place of business at 772 S. Military Trail, Deerfield Beach, Florida 33442 (the "**Company**"), Cerwin-Vega, Inc., a Florida corporation and wholly owned subsidiary of the Company, having a usual place of business at 772 S. Military Trail, Deerfield Beach, Florida 33442 ("**CV**"), KRK Systems, LLC, a Florida limited liability company and wholly owned subsidiary of the Company, having a usual place of business at 772 S. Military Trail, Deerfield Beach, Florida 33442 ("**KRK**"), Stanton Europe, SPRL, a Belgian company, having a usual place of business at 382 Avenue de la Couronne, Brussels, Belgium ("**Stanton Europe**"), and Stanton Group Asia Pacific (Shanghai) Ltd., a Chinese wholly owned foreign invested enterprise, having a usual place of business at 20 Chaling Bei Road, Shanghai, China 20032 ("**Stanton Group Asia**", and together with the Company, CV, KRK and Stanton Europe, the "**Assignors**" and each, an "**Assignor**"). All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, each of the Assignors possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) as indicated and set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Patent Rights**") and the inventions described and/or claimed in the Patent Rights (the "**Inventions**");

WHEREAS, the Assignors and Purchaser are parties to that certain Asset Purchase Agreement, dated November 23, 2011 (the "**Purchase Agreement**"), and whereas Assignors, Purchaser and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the "**IP Agreement**"), pursuant to which Assignors transferred, sold and conveyed to Assignee substantially all of the assets of the business of Assignors, including the Inventions and Patent Rights;

WHEREAS, each Assignor now wishes to assign and confirm the assignment of the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignors; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and IP Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Each Assignor confirms the sale, assignment, conveyance and transfer, and does hereby sell, assign, convey and transfer, unto Assignee and its successors, assigns, and legal representatives, such Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with such Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to provisionals, non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest such Assignor may have in applications to which the Patent

Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by such Assignor had this Assignment and sale not been made; and each Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this Assignment. Each Assignor hereby acknowledges that this Assignment, being of such Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of such Assignor's entire right, title and interest therein.

2. Each Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to provisional, non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and take such further commercially reasonable actions to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, in each instance, costs to be split between Assignors and Assignee.

3. Each Assignor hereby further agrees, at the Assignee's sole expense, to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

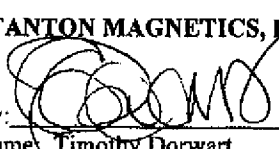
4. Each Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

5. Each Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

6. This Assignment is delivered pursuant to the terms of the Purchase Agreement and the IP Agreement and confirms the conveyance of the Patent Rights and Inventions included in the Purchased Assets pursuant to the Purchase Agreement and the IP Agreement. This Assignment supplements the IP Agreement and shall not be construed to limit or modify the terms thereof, which remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Agreement and the terms hereof, the terms of the IP Agreement shall govern.

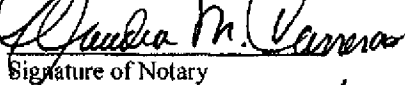
7. Assignee and each of Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignors.

STANTON MAGNETICS, INC.

By: 
Name: Timothy Dorwart
Title: Chief Executive Officer

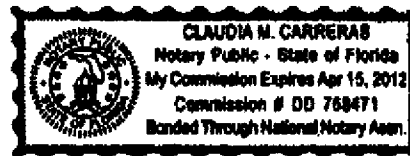
NOTARIZATION

On this 30th day of November, 2011, before me, the undersigned Notary Public, personally appeared Timothy Dorwart, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


Signature of Notary

(Seal)

My Commission Expires: 4/15/2012



PATENT

REEL: 027806 FRAME: 0403
REEL: 027806 FRAME: 0403

CERWIN VEGA, INC.

By: [Signature]
Name: Timothy Dorwart
Title: Chief Executive Officer

NOTARIZATION

On this 30th day of November, 2011, before me, the undersigned Notary Public, personally appeared Timothy Dorwart, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

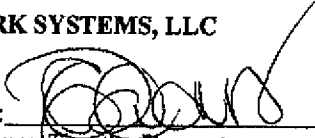
My Commission Expires: 4/15/2012



PATENT

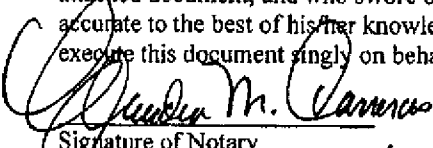
REEL: 027806 FRAME: 0749
REEL: 027806 FRAME: 0404

KRK SYSTEMS, LLC

By: 
Name: Timothy Dorwart
Title: Chief Executive Officer

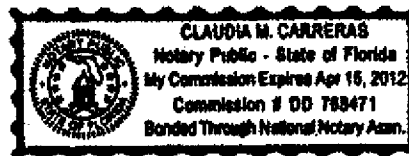
NOTARIZATION

On this 30th day of November, 2011, before me, the undersigned Notary Public, personally appeared Timothy Dorwart, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


(Signature of Notary)

My Commission Expires: 4/15/2012

(Seal)



STANTON EUROPE, SPRL

By: [Signature]
Name: Timothy Dorwart
Title: Gerant

NOTARIZATION

On this 30th day of November, 2011, before me, the undersigned Notary Public, personally appeared Timothy Dorwart, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: 4/15/2012

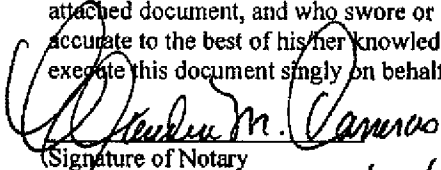


STANTON GROUP ASIA PACIFIC (SHANGHAI)
LTD.

By: 
Name: Timothy Dorwart
Title: Manager

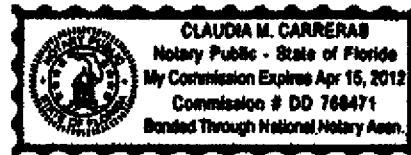
NOTARIZATION

On this 30th day of November, 2011, before me, the undersigned Notary Public, personally appeared Timothy Dorwart, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


(Signature of Notary)

My Commission Expires: 4/15/2012

(Seal)



PATENT

REEL: 027806 FRAME: 0752
REEL: 027806 FRAME: 0407

PURCHASER AND ASSIGNEE:

GIBSON GUITAR CORP.

By: [Signature]

Name:

Daniel Kravczyk

Title:

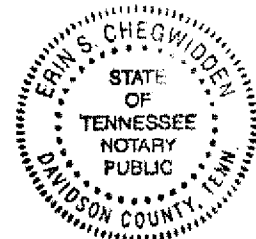
Chief Development Officer

On this 1 day of December, 2011, before me, the undersigned Notary Public, personally appeared Daniel Kravczyk, proved to me through satisfactory evidence of identification, which was/were known to me, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: May 20, 2014



My Commission Expires MAY 20, 2014

Exhibit A

PATENT RIGHTS

Stanton Magnetics, Inc.

U.S. Utility Patents

<u>Patent No.</u>	<u>Docket</u>	<u>Title</u>	<u>Est. Expiration</u>
8,053,660	01.005	Variable Slippage Control for a Disc Jockey Control Surface (Continuation)	5/2027
7,928,313	01.010	Variable slippage control for a disc jockey control surface	4/2027
7,828,556	01.006	Magnetic Indexing and Connecting Device	3/2028
7,763,843	01.003	Optical navigation system for rotary control based non-contact controller	4/2026
7,567,498	01.015	Phonographic turntable with built-in audio to USB or FireWire device	3/2026
7,566,827	01.014	Variable Slippage Control for a Disc Jockey Control Surface	10/2026
7,205,495	01.011	Control Knob with Multi-Color Indicator	6/2025
6,818,815	01.013	Phonographic Turntable with MIDI output	1/2023
5,555,554		Vented Headset Speaker	6/2015

U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>	<u>Expires</u>
D628,981	DISC JOCKEY CONTROLLER (SCS.3 Design Patent)	12/14/2024
D578,514	MIXER DECK (SCS.1 Design Patent: Deck)	10/14/2022
D578,513	MIXER (SCS.1 Design Patent: Mixer)	10/14/2022
D476,972	AUDIO EFFECTS CONTROLLER (DFX-1 Design Patent)	01/08/2017

Foreign Design Patents

<u>Patent No.</u>	<u>Description</u>
--------------------------	---------------------------

000928205-0001	European Design Patent: Audio Processing Apparatus (Ergo) ¹
000928205-0002	European Design Patent: Mixers (SCS.1 Mixer)
000928205-0003	European Design Patent: Mixer Deck (SCS.1 Deck)
000928205-0004	European Design Patent: Speakers (Rokit) ²

Pending Utility Patent Applications

<u>App Number</u>	<u>Docket</u>	<u>Title</u>	<u>Status</u>
12/558,469	01.001	Touch Pad Disc Jockey Controller	Docketed by PTO. Ready for examination.
12/629,053	01.005	Variable Slippage Control For A Disc Jockey Control Surface (Continuation)	Notice of Allowance expected by Sept. 1011. Estimated issuance by Nov. 2011
12/218,419	01.008	Position Sensitive Rotatable DJ Control	Examiner awaiting response to existing office action
12/220,759	01.009	Rotary Control Device for Manipulating Digital Audio Signals	Non-Final Rejection response due 11/30/11

Pending Design Patent Applications

<u>App #</u>	<u>Docket</u>	<u>Title</u>	<u>Status</u>
29/404,558	01.018	Disc Jockey Controller - SCS.4DJ	D

Cerwin Vega, Inc.

U.S. Utility Patents

<u>Patent No.</u>	<u>Docket</u>	<u>Title</u>	<u>Est. Expiration</u>
7,602,934	01.016	Speaker with built-in storage of satellite speakers	12/2025
6,111,970	01.012	Improved Suspension For High Power Pleated Ribbon Transducer	3/2018

U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>	<u>Expires</u>
D606,042	CURVED GRILL SPEAKER	12/15/2023

LIBNY/5164153.5

PATENT
REEL: 027806 FRAME: 0755
REEL: 027806 FRAME: 0410

D592,183	AUDIO SPEAKER (CVA-28)	05/12/2023
D585,422	SPEAKER (CVA-121/118 Design Patent)	01/27/2023

Foreign Design Patents

<u>Pub. No.</u>	<u>Appl. No.</u>	<u>Country</u>	<u>Description</u>
CN3673763	2006301352042	China	Baffle Box (CVHD) ³

KRK System, LLC

U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>	<u>Expires</u>
D602,470	AUDIO SPEAKER (Rokit Design Patent)	10/20/2023
D589,494	SPEAKER (VXT Design Patent)	03/31/2023
D588,105	AUDIO SPEAKER (E8B Design Patent)	03/10/2023
D581,393	AUDIO PROCESSING APPARATUS (Ergo Design Patent)	11/25/2022

Pending Design Patent Applications

<u>App #</u>	<u>Docket</u>	<u>Title</u>	<u>Status</u>
D/ 294,367	01.017	Audio Speaker – RP10-3	Docketed by PTO.

Foreign Design Patents

<u>Pub. No.</u>	<u>Appl. No.</u>	<u>Country</u>	<u>Title</u>
CN3652034	20063014915	China	Baffle Box (RP) ⁴
CN300847819	200730323899	China	Monitor Speaker (VXT6)
CN300847820	200730324114	China	Monitor Speaker (E8B)
CN301061814	200830211908	China	Monitor Speaker (RPG2 Assembly)