

06-25-1999



6-23-99

101074726
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
04 27 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

06/24/1999 NTHA11 00000219 024270 1246927 FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001917 FRAME: 0681

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,246,927"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

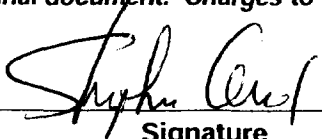
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen J. Quigley 

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of April 27, 1999 between DREW KAPLAN AGENCY, INC. ("DKA") and TIMBRESCENCE RESEARCH, INC. ("TRI") (DKA and TRI are collectively referred to as "Assignor") and AMPLIFIER TECHNOLOGIES, INC. ("Assignee"), with reference to the following:

- (A) TRI (as successor in interest to Moroder Audio Electronics, Inc.) and DKA (as successor in interest to Tokai Bank Limited, Los Angeles Agency ("Tokai")), collectively own and control all rights in and to the following famous mark:

<u>Mark</u>	<u>Territory</u>	<u>Registration or Application Number</u>
SAE (Scientific Audio Electronics)	United States	1,246,927

("Trademark"). The Trademark is well known in the consumer electronics business.

- (B) Assignor desires to assign and transfer to Assignee all right, title and interest in and to the Trademark throughout the world (the "Territory").
- (C) Assignee is aware that TRI has not been kept current.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT:** For the sum set forth in Paragraph 2. below, and other good and valuable consideration, Assignor hereby sells, grants, conveys and assigns unto Assignee, all of Assignor's right, title and interest in and to the Trademark, throughout the world, in perpetuity, including all warranties, indemnities, goodwill, common law rights and undertakings whatsoever acquired and/or otherwise held by Assignor with respect to the Trademark.
2. **CONSIDERATION:** As consideration in full for this Assignment and for all rights granted to Assignee herein, Assignee shall pay Assignor the sum of Six Thousand Dollars (\$6,000), receipt of which is hereby acknowledged.
3. **WARRANTIES:** Assignor hereby represents and warrants:
 - (a) To the best of Assignor's actual current knowledge, but without making or undertaking any independent investigation whatsoever,
 - (i) In 1990 TRI acquired such rights in the Trademark as were previously held by Moroder Audio Electronics, Inc.
 - (ii) Subsequently, TRI granted a license to DAK Industries, Inc. ("DAK") to use the Trademark, and agreed to allow the Trademark to be included in the security held by DAK's principal secured creditor, Tokai.

(iii) DAK filed for bankruptcy protection in 1992 and was ultimately placed in receivership pursuant to litigation entitled *Tokai Bank Limited, Los Angeles Agency v. DAK Industries*, LASC Case Number BC117601 (the "Receivership Litigation"), and in connection with the Receivership Litigation, Tokai ultimately came to own various properties of DAK.

(iv) Pursuant to an agreement dated as of March 26, 1999, Tokai quitclaimed to DKA such rights (if any) Tokai held in the Trademark, pursuant to a quitclaim agreement, a copy of which has been provided to Assignee.

- (b) To the best of Assignor's actual current knowledge, but without making or undertaking any independent investigation whatsoever, there are currently no liens or encumbrances on the Trademark or any current claims, proceedings, or litigation with respect to the Trademark, except as otherwise disclosed herein.
- (c) Since March, 26, 1999, DKA has not sold, granted, conveyed, or assigned any of its right, title or interest in or to the Trademark to any person, firm, corporation, or other entity, except as set forth in this Agreement.
- (d) To the best of TRI's actual current knowledge, since 1990 (when TRI acquired the Trademark from Moroder Audio Electronics, Inc.), it has not sold, granted, conveyed, or assigned any of TRI's right, title or interest in or to the Trademark to any person, firm, corporation, or other entity, except as set forth in this Agreement.
- (e) Subject to the provisions of this Agreement, Assignor has the right to execute this Agreement and no other party's consent is required for Assignor to execute this Agreement.
- (f) All parties acknowledge that
- (i) Certain formalities may not have been completed with respect to some prior transfers involving rights in the Trademark; and
- (ii) Other parties (including without limitation the Society of Automotive Engineers) have asserted rights with respect to the name "SAE" used as a trademark or service mark in different contexts and, in this connection, have asserted that there may be limitations on the extent of the rights of the owner of the Trademark to use the Trademark.

Except as explicitly set forth in this Section 3, Assignor makes no warranties or representation of any kind of nature whatsoever, and its assignment to Assignee hereunder is a quitclaim made on an "as-is" basis.

4. INDEMNIFICATION:

- (a) By Assignor: Assignor shall indemnify Assignee, its successors, assigns, licensees and officers, and hold them harmless from and against any and all claims, liability, losses, damages, costs, expenses (including but not limited to reasonable attorneys' fees), judgments and penalties arising out of, resulting from, based upon or incurred because of the breach by Assignor of any warranty made by Assignor hereunder, up to a maximum of Six Thousand Dollars (\$6,000).


(b) By Assignee: Assignee shall indemnify Assignor and hold it harmless from and against any and all claims, liability, losses, damages, costs, expenses (including but not limited to reasonable attorneys' fees), judgments and penalties arising out of, resulting from, based upon or incurred, as a result of the use by Assignee of the Trademark after the date of this Agreement.

5. **FURTHER DOCUMENTATION**: Assignor shall execute, acknowledge and deliver to Assignee, or shall cause the execution, acknowledgment and delivery to Assignee of such further documents and instruments as Assignee shall deem necessary to effect the intent and purpose of this Agreement. If Assignor fails or is unable to execute any such documents or instruments, Assignor hereby appoints Assignee as Assignor's attorney-in-fact to execute such documents or instruments, provided that such documents and instruments shall not be inconsistent with the terms and conditions of this Agreement. Assignee's rights under this paragraph constitute a power coupled with an interest, and are irrevocable.

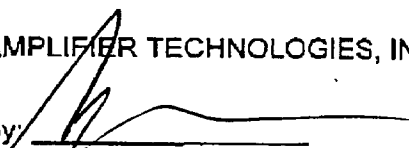
6. **GOVERNING LAW**: This Agreement shall be construed in accordance with the laws of the state of California (except with regard to its conflict of laws principles) and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assignees and assigns. Proper and exclusive venue of any action concerning this Agreement shall be in the County of Los Angeles, State of California.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the 27 day of April 1999.

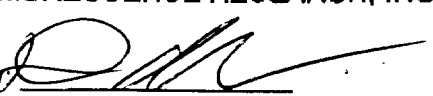
DREW KAPLAN AGENCY, INC.

By: 
Drew Kaplan
Its: President

AMPLIFIER TECHNOLOGIES, INC.

By: 
Morris Kessler
Its: President

TIMBRESCENCE RESEARCH, INC.

By: 
Drew Kaplan
Its: President

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } SS

On: 9/27/99 before me, Robert L. Burns
(Date) (Name of Notary)

personally appeared Drew Alan Kaplan
(Name and Title of Signer)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robert L. Burns

(Seal)

