

MRD  
9-27-99

TO THE HONORABLE COMMISSIONER OF  
PATENTS AND TRADEMARKS

Cover Sheet  
For Service Mark Assignment  
From New England Audio Co., Inc.  
To NEA Delaware, Inc.

09-29-1999



101157426

Please record the enclosed Service Mark Assignment Agreement between New England Audio Co., Inc. and NEA Delaware, Inc. dated as of September 27, 1999 (the "Assignment").

1. The name of the party conveying the interests is:

New England Audio Co., Inc. (the "Assignor")

2. The name and address of the party receiving the interests is:

NEA Delaware, Inc. (the "Assignee")  
10 Pequot Way  
Canton, Massachusetts 02021

3. Assignor has assigned to Assignee the three (3) service marks and other property described in the Assignment.

4. The respective service marks assigned pursuant to the Assignment, and with respect to which the Assignment is being recorded, are as follows:

SERVICE MARK	UNITED STATES REGISTRATION NO.
THE PLACE FOR BASS	2,165,512
WISE BUYS	2,165,708
AUDIO-VIDEO AND A BOATLOAD OF KNOW-HOW	2,201,505

5. Correspondence relating to the Assignment or the recordation thereof should be sent to:

Lisa Perusse, Legal Assistant  
Goulston & Storrs, P.C.  
400 Atlantic Avenue  
Boston, MA 02110

09/28/1999 NTHA11 00000111 2165512

01 FC:481 40.00 DP  
02 FC:482 50.00 DP


6. The Assignment conveys the interests described above with respect to a total of three (3) service marks, and the total fee for recordation, which fee accompanies this cover sheet, is \$90.00.

7. The Assignment was executed as of September 27, 1999.

8. The Assignee is domiciled in the United States.

9. To the best of the undersigned's knowledge and belief, the information contained in this Cover Sheet is true and correct, and the copy of the Assignment accompanying this Cover Sheet and being recorded herewith is a true copy of the original Assignment.

IN WITNESS WHEREOF, the undersigned Assignee has executed this Cover Sheet this 27<sup>th</sup> day of September, 1999.



\_\_\_\_\_  
Lisa Perusse

Total Page Count, Including  
this Cover Sheet and the Assignment: 5

## SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") made effective as of the day set forth below, by and between NEW ENGLAND AUDIO CO., INC., a Massachusetts corporation with a mailing address at 10 Pequot Way, Canton, Massachusetts 02021 (the "Assignor") and NEA DELAWARE, INC., a Delaware corporation with a mailing address at 10 Pequot Way, Canton, Massachusetts 02021 (the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor is the owner of the service marks and any and all trade dress associated therewith (the "Marks") as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, the Assignor and the Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest in and to the Marks, together with: (1) the goodwill of the business in connection with which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable with respect to the Marks, including without limitation damages and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) all rights in all trade dress, labels, and designs associated with the Marks; for each Mark, effective as of the date set forth on Exhibit A hereto as the Registration Date for such Mark.

Section 2. Further Assurances. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations, and take all other actions reasonably requested by the Assignee, that may be necessary or appropriate for securing, completing, or vesting in the Assignee full right, title, and interest in the Marks and the other assets referred to in Section 1 above.


IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, in any number of counterpart copies, as of the 27<sup>th</sup> day of September, 1999.


Assignor:

Assignee:

NEW ENGLAND AUDIO CO., INC.

NEA DELAWARE, INC.

By:   
Its Robert Dett  
Hereunto duly authorized

By:   
Its President  
Hereunto duly authorized

**Exhibit A**

**SERVICE MARKS**

<u>TRADEMARK</u>	<u>UNITED STATES REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
THE PLACE FOR BASS	2,165,512	June 16, 1998
WISE BUYS	2,165,708	June 16, 1998
AUDIO VIDEO AND A BOATLOAD OF KNOW- HOW	2,201,505	November 3, 1998