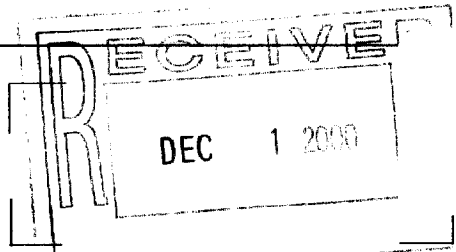


FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



12-21-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

12-1-00

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  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

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.)

FOR OFFICE USE ONLY

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: 002197 FRAME: 0501

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1514130"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2087162"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Lisa Perusse

November 29, 2000

Name of Person Signing

Signature

Date Signed

## SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 22 day of September, 2000 by and between TWEETER OF CALIFORNIA, INC., (f/k/a Dow Stereo/Video, Inc.) a California 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 c/o New England Audio Co., Inc., 10 Pequot Way, Canton, Massachusetts 02021 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the registrant and 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; and

WHEREAS, the Assignor has previously filed a change of name notice with the United States Patent and Trademark Office changing the name of the registrant of the Marks from "Dow Stereo/Video, Inc." to "Tweeter of California, Inc." a copy of which notice is attached hereto as Exhibit B.

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) all registrations, renewals and statements of use thereof; (2) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof; (3) 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; (4) all rights to sue and recover for past, present, and future infringements or misappropriations of the Marks; and (5) all rights in all trade dress, labels, and designs associated with the Marks.

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 22 day of September, 2000.

Assignor:

Assignee:

TWEETER OF CALIFORNIA, INC.

NEA DELAWARE, INC.

By: 

By: 

Its Vice President  
Hereunto duly authorized

Its Vice President  
Hereunto duly authorized

**Exhibit A**

**SERVICE MARKS**

<u>TRADEMARK</u>	<u>UNITED STATES REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DOW STEREO/VIDEO	1,514,130	November 22, 1988
DOW	2,087,162	August 12, 1997