

03-15-2001



Attorney Docket No. 19853-14

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

101638266

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Cambridge SoundWorks, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Massachusetts
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: Creative Technology Ltd.
Internal Address:
Street Address: 31 International Business Park, Creative Resource
City: Singapore

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State: Singapore
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional names and addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Execution Date: February 13, 2001

4. Application Number(s) or Registration Number(s).
A. Trademark Application No(s): 75/644,039
B. Trademark Registration No(s):

Additional numbers attached? Yes No

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40
 Enclosed Charge Fees to Deposit Account

x Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Johanna F. Sistek
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Johanna F. Sistek *Johanna F. Sistek* 2/28/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 5

10. Change Correspondence Address to that of Part 5? x Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:
Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made from Cambridge SoundWorks, Inc., a Massachusetts corporation, located and doing business at 311 Needham Street, Newton, MA 02164 (hereinafter "Assignor"), to Creative Technology Ltd., a Singapore corporation located and doing business at 31 International Business Park, Creative Resource, Singapore (hereinafter "Assignee").

WHEREAS, Assignor claims and warrants that it owns all rights, title and interest of every kind, nature or description in and to the trademark HIFLCOM (hereinafter "the Mark"), including the U. S. application therefore, namely, Serial No. 75/644039, filed on February 19, 1999 (hereinafter "the Application"), and that portion of the business to which the marks pertain, all goodwill of the business pertaining thereto, all rights to use and register the Mark or collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "All Rights in the Mark"); and,

WHEREAS, Assignor and Assignee wish for Assignee to acquire All Rights in the Mark and the Application including that portion of the business to which the Mark pertains, and all good will of the business pertaining thereto.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark, including the entire right, title and interest it may hold in and to the Mark, and all past, present and future registrations and applications therefor, including but not limited to the Application, together with the portion of the business to which the mark pertains and with the whole of the good will of the business pertaining thereto. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or

renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringement(s) of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Assignment effective as of

Dated: 2/13/01

By: 

Name: Andrew Binding

Title: CFO

CAMBRIDGE SOUNDWORKS, INC.