

6-1-01

RE

06-05-2001

PT

TO THE ASSISTANT COMMISSIONER OF PATENT



101739061

of original documents or copy thereof.

1. Name of conveying party:

Rocktron Corporation

6-1-01

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Michigan
- Other:

Name: SRS Labs, Inc.
 Street Address: 2909 Daimler
 City: Santa Ana State: CA ZIP: 92705

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other:

Additional name(s) of conveying party(ies) attached?
 Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
 Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

4. Application number(s) or registration number(s):

a. Trademark Application No(s):

b. Trademark Registration No: 1,864,599

Additional numbers attached? Yes No

RECEIVED
 JUN 21 11 52 AM '01
 U.S. PATENT & TRADEMARK OFFICE

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) May 21, 1998

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven J. Nataupsky
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
 Internal Address: Sixteenth Floor
 Street Address: 620 Newport Center Drive
 City: Newport Beach State: CA ZIP: 92660
 Attorney's Docket No.: SRS:LABS.239T

7. Total fee (37 CFR 3.41): \$40

Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of registrations involved: 1

9. 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.

Steven J. Nataupsky
 Name of Person Signing

Signature

May 29, 2001
 Date

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

Mail documents to be recorded with required cover sheet information to:

U.S. PATENT & TRADEMARK OFFICE
 1213 JEFFERSON DAVIS HIGHWAY, SUITE 320
 ARLINGTON, VA 22202
 H:\DOCS\SJN\SJN-6300.DOC:nr052901

U.S. Patent and Trademark Office
 Attn: Assignment Division
 Crystal Gateway-4
 1213 Jefferson Davis Highway, Suite 320
 Arlington, VA 22202

TRADEMARK
REEL: 002308 FRAME: 0001

ATTACHMENT 3

**TRADEMARK ASSIGNMENT
BETWEEN
ROCKTRON CORPORATION
AND
SRS LABS, INC.**

OC108785.8

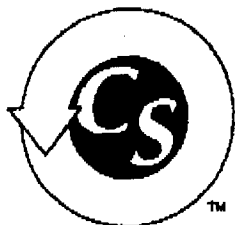
ATTACHMENT 3

APPENDIX A

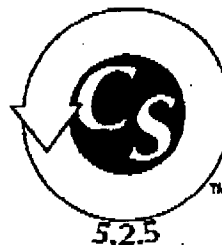
MARKS

Mark	Country/ Location	Registration No.	Registration Date	Application No.	Application Date
(1) Circle Surround®	U.S.	No. 1864599	11/29/94	N/A	N/A
(2) Circle Surround Logo (see below)	Worldwide	N/A	N/A	N/A	N/A
(3) Circle Surround 5.2.5 Logo (see below)	Worldwide	N/A	N/A	N/A	N/A
(4) Circle Surround 5.2.5 Digital Logo (see below)	Worldwide	N/A	N/A	N/A	N/A
(5) CS Logo	U.S.	N/A	N/A	74/531,699	5/31/94
(6) 5.2.5	U.S.	N/A	N/A	75/066,396	2/27/96
(7) 5 2 5	U.S.	N/A	N/A	75/072,920	2/28/96

2.



3.



4.



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 21 day of May, 1998, by and between Rocktron Corporation, a Michigan corporation, having offices at 2870 Technology Drive, Rochester Hills, Michigan 48309 ("Seller") and SRS Labs, Inc., a Delaware corporation, having offices at 2909 Daimler Street, Santa Ana, California 92705 ("Buyer");

WHEREAS, Seller is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Appendix A attached hereto including any common law trademark rights therefor (the "Marks");

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated May 21, 1998 (the "Agreement"), under which Seller agreed to assign to Buyer all right, title and interest in and to the Marks, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Buyer, the entire right, title and interest in and to the Marks together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Seller authorizes and requests the United States Commissioner of Patents and Trademarks, or any foreign trademark records office, to record Buyer as assignee of the entire right, title and interest in and to the Marks for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

IN TESTIMONY WHEREOF, the undersigned has signed or has caused this Assignment to be signed and executed by officer thereunto duly authorized this 21 day of May, 1998.

ROCKTRON CORPORATION

James K. Waller, Jr.
James K. Waller, Jr.
Resident

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On 21st May 1998 before me, Mary Trombley, Notary Public in and for said State, personally appeared James K. Waller Jr, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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.

Mary Trombley
SIGNATURE OF NOTARY PUBLIC

MARY TROMBLEY
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 10-4-99

