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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies): 12/12/01
Phaze Audio, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Asset Transfer Bill of Sale
Execution Date: December 29, 1999

2. Name and address of receiving party(ies)
Name: ADS Acquisitions, Inc.
Internal Address: _____
Address: _____
Street Address: 9235 S. McKemy Street
City: Tempe State: AZ Zip: 85284
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Arizona
 Other _____

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) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
none

B. Trademark Registration No.(s) 578,706
154,226

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven J. Wadyka, Jr.
Internal Address: Greenberg Traurig, LLP
1750 Tysons Boulevard, Suite 1200
McLean, VA 22102
Street Address: 1750 Tysons Boulevard
Suite 1200
City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 2


7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0653

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Wadyka, Jr.  12/7/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
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TRADEMARK RECORDATION FORM

CONTINUATION SHEET

Question 1:

Name of conveying party(ies):

Finova Capital Corporation, a Delaware Corporation
355 South Grand Avenue, Suite 2400
Los Angeles, California 90071

SECURED PARTY'S BILL OF SALE

THIS BILL OF SALE is made as this 29th day of December 1999 by FINOVA Capital Corporation ("Seller") and ADS Acquisitions, Inc. ("Buyer") with reference to the following facts:

A. Seller holds perfected first-priority security interests in the assets owned by Phaze Audio, LLC, an Indiana limited liability company ("Debtor") except those assets that are subject to leases with Dana Commercial Credit Corporation and Copelco Capital Inc. and inventory on consignment (the "Property"), which is in default to Seller under that certain Loan and Security Agreement between Seller and Debtor dated as of March 10, 1999 and all documents, agreements and instruments executed and delivered in connection therewith (the "Debtor Loan Documents").

B. Seller has agreed to sell, and Buyer has agreed to purchase, the Property for the purchase price in the approximate amount of \$4,400,000.00 plus FINOVA's accrued interest from and after December 1, 1999 and \$5,000 in its fees and costs incurred prior to the sale in connection with the negotiation and documentation of the sale of the Property and related financing.

NOW, THEREFORE, in consideration of the payment of the Purchase Price as set forth above, Seller does hereby sell and transfer all of Debtor's and Seller's right, title and interest in the Property to Buyer pursuant to Arizona Uniform Commercial Code § 47-9504. The sale and transfer is made upon the following terms and conditions:

1. Exclusion of Implied Warranty of Fitness for a Particular Purpose (Section 47-2315 of the Arizona Uniform Commercial Code): Buyer hereby acknowledges and affirms that at the time of this sale, Seller, as a secured party, has no reason to know of any particular purpose for which the Property is required, that Buyer is not relying on the Seller's skill or judgment to select or furnish suitable goods and that THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

2. Exclusion of Implied Warranty of Merchantability and Usage of Trade (Section 2314 of the Arizona Uniform Commercial Code): Buyer hereby acknowledges and affirms that SELLER IS NOT A MERCHANT, MANUFACTURER, DISTRIBUTOR OR DEALER WITH RESPECT TO THE PROPERTY AND THAT THE PROPERTY IS FIT FOR THE ORDINARY PURPOSES FOR WHICH IT IS USED.

3. Exclusion of Any Implied General Warranties: Buyer hereby acknowledges and affirms that before entering this sale, Buyer has examined the Property as fully as it desired. IN ADDITION, THE PROPERTY IS SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.

4. Delivery and Possession: Buyer shall be solely responsible for all freight and delivery charges in transporting the Property to Buyer. Buyer and Seller shall be jointly responsible for making any necessary arrangements with the landlord of the premises on which the Property is located with respect to the storage and removal of the Property prior to January 14, 2000. Buyer and Seller shall share equally in any loss charged by the landlord for access to the premises or removal of the Property prior to January 14, 2000; provided however that neither Buyer nor Seller shall be liable to the landlord for more than \$13,000 each in connection with access to the premises and removal of the Property. Buyer's portion of such charges shall be added to the principal of the Loans provided concurrently herewith pursuant to the Loan and Security Agreement. From and after January 14, 2000, Buyer shall be solely responsible for obtaining possession of the Property and for making any necessary arrangements with the landlord of the premises on which the Property is located with respect to the storage and removal of the Property.

5. Indemnifications Regarding Sales Tax: Buyer hereby agrees to pay all sales taxes levied because of the sale and hereby indemnifies Seller for all such taxes, and any charges and penalties in connection therewith.

6. Seller Representation and Warranty: Seller represents and warrants to Buyer that Seller holds perfected first priority security interests in the Property.

7. Integrated Agreement: This, together with the other documents executed in connection herewith, is the final and exclusive expression of the agreement of the Seller and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed herein.

8. Governing Law: This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Arizona.

9. Counterparts; Facsimile Execution: This Bill of Sale may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument, admissible into evidence, notwithstanding the fact that all parties did not sign the same counterpart. Delivery of an executed counterpart of this Bill of Sale by telefacsimile shall be equally as effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Bill of Sale by telefacsimile shall also deliver a manually executed counterpart hereof, but the failure to deliver a manually executed counterpart hereof shall not affect the validity, enforceability, and binding effect of this Bill of Sale.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date set forth above.

FINOVA Capital Corporation
("SELLER")

By: 
Its: Kurt Duerfeldt, Vice President
FINOVA Capital Corporation

ADS Acquisitions, Inc.
("BUYER")

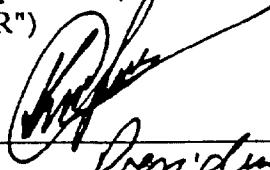
By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this instrument as of the date set forth above.

FINOVA Capital Corporation
("SELLER")

By: _____
Its: _____

ADS Acquisitions, Inc.
("BUYER")

By:  _____
Its: *President* _____

WRITTEN CONSENT OF SOLE VOTING MEMBER OF PHAZE AUDIO, LLC

RECITALS:

WHEREAS, PHAZE AUDIO, LLC, an Indiana Limited Liability Company (the "Company") is indebted to FINOVA Capital Corporation ("FINOVA") pursuant to that certain Loan and Security Agreement dated as of March 10, 1999, together with various other instruments, agreements or documents referred to therein or contemplated thereby (collectively, the "Loan Agreements"); and

WHEREAS, there have occurred various Events of Default, as such term is defined under the Loan Agreements; and the Company finds itself unable to cure such Defaults; and

WHEREAS, FINOVA has indicated its intention to foreclose upon the assets of the Company which constitute the Collateral, as such term is defined in the Loan Agreement, in anticipation of a private sale to ADS Acquisitions, Inc., the proceeds of which would be applied to the outstanding obligations of the Company to FINOVA; and

WHEREAS, the Company believes that the proceeds of the private sale will substantially exceed either the liquidation value of the Collateral or the value that would be obtained in a public sale.

NOW, THEREFORE, the undersigned, being the sole voting member of the Company, acting by written consent in lieu of a meeting, hereby adopts the following Resolutions:

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"RESOLVED, That it is deemed to be in the best interest of the Company to cooperate with FINOVA in its foreclosure upon the assets of the Company constituting the Collateral securing the Company's obligations under the Loan Agreements and to enter into such acknowledgments, agreements, and consents as reasonably requested by FINOVA to facilitate the same, including, but not limited to, that certain agreement entitled "Waivers, Renunciations, and Acknowledgments Regarding Section 9504 Sale" (the "Section 9504 Sale Agreement");

"RESOLVED, FURTHER, That Wayne M. Shive, the sole voting member of the Company (the "Authorized Member"), is hereby authorized, directed, and empowered, in the name of the Company, to execute and deliver to FINOVA the Section 9504 Sale Agreement and such other instruments, agreements, and undertakings as required to carry out the terms and conditions of the Section 9504 Sale Agreement.

"RESOLVED, FURTHER, That any and all acts of the Authorized Member done or made heretofore in connection with the anticipated foreclosure by FINOVA and the turn-over of the assets constituting the Collateral to FINOVA are hereby ratified and approved in all respects."



WAYNE M. SHIVE

Dated: 12/28/99