

ASSIGNMENTAttorney Docket No. **3058-002****PATZIK, FRANK & SAMOTNY LTD.**

150 South Wacker Drive

Suite 900

Chicago, Illinois 60606

(312) 551-8300

TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **HOWARD SAMUELS**, not individually but as Assignee for the Benefit of Creditors of Audio Products, Inc., having a mailing address of 435 N. LaSalle St., Suite 301, Chicago, Illinois 60606 (hereinafter sometimes referred to as "ASSIGNOR") hereby nunc pro tunc transfers, assigns, and conveys as of August 29, 2001 to **DBLX-TECH, INC.**, an Illinois corporation, having a business address at 411 Marvin's Way, Buffalo Grove, Illinois 60089 (hereinafter sometimes referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business; together with all common law marks of ASSIGNOR; and any and all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with the above trademark, service mark and trade name rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

TRADEMARK**REEL: 002641 FRAME: 0633**

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

Assignor:

HOWARD SAMUELS, not individually but as Assignee for the Benefit of Creditors of Audio Products, Inc.

Assignee:

DBLX-TECH, INC.

Date: July 10, 2002

By: _____

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

Title: _____

Date: _____

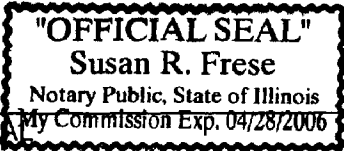
This instrument was acknowledged/subscribed and sworn to before me on this 10th day of JULY, 2002 by _____

STATE OF ILLINOIS)
COUNTY OF _____) ss.

This instrument was acknowledged/subscribed and sworn to before me on this _____ day of _____, 2002 by _____

NOTARY PUBLIC

NOTARY PUBLIC



SEAL

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

Assignor:

HOWARD SAMUELS, not individually but as Assignee for the Benefit of Creditors of Audio Products, Inc.

Assignee:

DBLX-TECH, INC

Date: July 10, 2002

By: Alden Stiefel

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

Title: President/CEO

Date: December 2, 2002

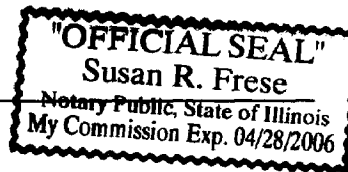
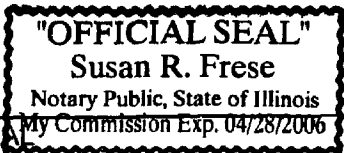
This instrument was acknowledged/subscribed and sworn to before me on this 10th day of JULY, 2002 by

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

This instrument was acknowledged/subscribed and sworn to before me on this 2ND day of DECEMBER, 2002 by

NOTARY PUBLIC

NOTARY PUBLIC



SCHEDULE A

APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
HIFONICS	Canada	1,029,193
CRUNCH	Canada	1,029,194
CRUNCH	ECT	1,295,633
CRUNCH	Japan	087,708 (ABANDONED)
HIFONICS	Japan	087,709 (ABANDONED)
HIFONICS	Mexico	3,924,423

REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
CRUNCH	China	1,526,175
HIFONICS	China	1,534,037
CRUNCH	Korea (South)	480,622
HIFONICS	Korea (South)	480,621
CRUNCH	Mexico	705,399
HIFONICS (STYLIZED)	United States	1,233,430
CRUNCH	United States	1,594,032 (CANCELLED)
THE CRUNCH HIGH PERFORMANCE WOOFERS	United States	1,711,331 (CANCELLED)
CRUNCH	United States	2,391,500
HIFONICS	United States	2,391,501