

01-08-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102330710

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

1. Name of conveying party(ies):

DBLX-TECH, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/02/2002

2. Name and address of receiving party(ies)

Name: MAXXSONICS USA, INC.

Internal

Address:

Street Address: 411 Marvin's Way

City: Buffalo Grove State: IL Zip: 60089

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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)

B. Trademark Registration No.(s) 1,233,430;

1,594,032; 1,711,331; 2,391,500; 2,391,501

Additional number(s) attached Yes No

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

Name: Max Shaftal

Internal Address: Patzik, Frank & Samotny Ltd.

Street Address: 150 South Wacker Drive

Suite 900

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1325

DO NOT USE THIS SPACE

9. Signature.

Max Shaftal

Name of Person Signing

Signature

12/26/2002

Date

Total number of pages including cover sheet, attachments, and document: 4

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

01/07/2003 DIAZ1 00000048 1233430

01 FC:0521 40.00 UP 02 FC:0522 100.00 UP

ASSIGNMENTAtty 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, **DBLX-TECH, INC.** an Illinois corporation, having a principal place of business at 411 Marvin's Way, Buffalo Grove, Illinois 60089 (hereinafter sometimes referred to as "ASSIGNOR") hereby nunc pro tunc transfers, assigns, and conveys as of October 10, 2001 to **MAXXSONICS USA, INC.**, an Illinois corporation, having a principal place of business 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.

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:

Assignee:

DBLX-TECH, INC.
By: [Signature]
Title: Pres

Maxxsonics USA, Inc.
By: [Signature]
Title: Pres/CEO

Date: 12-2-02

Date: 12-2-02

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

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

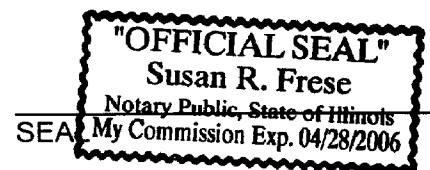
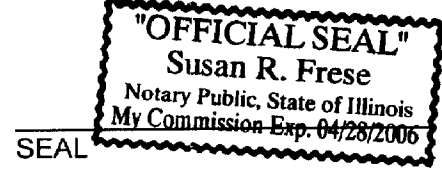
This instrument was acknowledged/subscribed and sworn to before me on this 2ND day of DECEMBER, 2002 by

[Signature]

[Signature]

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