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RECORDATION FORM COVER SILET

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

OMB No. 0651-0027 (exp. 5/31/2002) TRADEMA	ARKS ONLY
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies):
Rowe International, Inc.	Name: Rowe International Corporation
	Internal Address:
Individual(s) Association	Street Address: 1500 Union Avenue, SE
General Partnership Limited Partnership	1000 0110117/001001, 02
x Corporation-Delaware	
Other:	City: Grand Rapids
	State: Michigan Zip: 49507
Additional name(s) of conveying	Individual(s) citizenship:
party(ies) attached? x No	Association:
3. Nature of Conveyance:	General Partnership:
x Assignment Merger	Limited Partnership:
Security Agreement Change of Name	Corporation-State: Delaware
Other:	Other:
	If assignee is not domiciled in the United States, a domestic representative designation is attached:
Execution Date: November 12, 2003	(Designations must be a separate document from No
	assignment) Additional name(s) & address(es) attached? Yes x No
Application Number(s) or Registration Number(s):	
., .	D. Trademork Registration No. (a):
A. Trademark Application No.(s): 76/348,730 76/364,671	B. Trademark Registration No.(s): 932,593 2,322,221 2,520,836 2,648,116
76/374,284 78/146,469	858,590 1,565,658 2,344,014 2,696,534
76/333,730 78/163,551 76/348,731 76/523,415	2,366,273 1,800,030 2,280,065 2,309,859 533,276 1,820,520 793,800 2,764,781
	1,531,813 1,820,519 1,532,845 948,890
	1,531,812 2,061,822 2,056,153 2,322,197 2,388,468 2,356,163
Additional numbers attached?	Yes
· <u>································</u> ······	
5. Name and address of party to whom correspondence concerning document should be mailed:	registrations involved:
Name: Gabrielle S. Roth	7. Total fee (37 CFR 3.41) \$ 865.00
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP	Enclosed
nternal Address: Atty. Dkt.: F8800.1705	Authorized to be charged to Deposit Account
Street Address: 2101 L Street NW	X Authorized to be charged to credit card (Form 2038 enclosed)
	8. Deposit account number: 04-1073 (any deficiencie
City: Washington State: DC Zip: 20037-1526	(Attach duplicate copy of this page if paying by deposit account)
	E THIS SPACE
	information is true and correct and any attached copy is a
true copy of the original document.	170.
Gabrielle S. Roth	December 2, 2003
Name of Person Signing	Signature Date
Total number of pages including cover sh	eet, attachments, and document: 15

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1698487 v1; 10#K701!.DOC

INTELLECTUAL PROPERTY ASSIGNMENT

(U.S. and Foreign Patents, Trademarks and other Intellectual Property)

THIS ASSIGNMENT, made this 12th day of November, 2003 by Rowe International, Inc., a Delaware corporation located at 1500 Union Avenue, SE, Grand Rapids, Michigan 49507 (hereinafter referred to as the "Assignor"), and Rowe International Corporation (f/k/a RWI Acquisition Corporation), a Delaware corporation located at 1500 Union Avenue, SE, Grand Rapids, Michigan 49507 (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, the said Assignor is the sole and rightful owner of ideas, concepts, inventions (whether or not patentable and whether or not reduced to practice), improvements thereto, and patents, patent applications and patent disclosures, together with reissues, continuations, continuations-in-part, divisions, divisional applications, reexaminations, foreign related applications and foreign patents thereof, marks (including trade names, corporate names, trademarks, service marks, certification marks, collective marks, collective membership marks, trade dress, or other designations of origin, whether in word, logo, design, or other form and together with translations, adaptations, derivations and any combinations thereof, and including any goodwill associated therewith, all of the foregoing marks, registrations, applications and renewals in connection therewith, collectively referred to as "Marks") and registrations for and applications to register the foregoing, Internet domain name registrations, works of authorship, copyrights, and registrations applications for copyrights, and renewals in connection therewith, mask works and applications, registrations, and renewals in connection therewith, technical or other proprietary information of Assignor relating to the development, design, manufacture, installation, assembly or testing of Assignor's and/or its subsidiaries products or services (including technical data and drawings and specifications, designs, shop drawings, manuals, forms, working notes and memos, market studies, consultants' reports, technical and laboratory data, notebooks, samples and engineering prototypes), trade secrets, secret processes and procedures, know-how, proprietary or sui generis data bases and computer software, and licenses for any of the foregoing, and information relating to the conduct or details of the businesses of Assignor and its subsidiaries (whether constituting a trade secret or not) that is maintained or treated as confidential by Assignor and its subsidiaries, including business, marketing and financial information, plans and proposals, ideas, research and development, formulas, manufacturing and production processes and techniques, methods of operation, customers and customer lists, supplier lists, sales data, details of contracts with customers, consultants, suppliers or employees, products, proposed products, former products, proposed, pending or completed acquisitions of any company, divisions, product line or other business unit, prices and pricing policies, fees, costs, plans, designs, technology, inventions, trade secrets, know-how, software, marketing methods, policies, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters of Assignor or any of its subsidiaries, and copies and tangible embodiments thereof (in whatever form or medium) (all of the foregoing collectively referred to as "Intellectual Property"), including but not limited to the patents and applications for patents and of the inventions therein disclosed and the Marks as set forth in Schedule I attached hereto; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, said Intellectual Property.

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1685526 v3: 104K603l.DOC

REEL: 002873 FRAME: 0829

TRADEMARK

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor on behalf of itself and its subsidiaries does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Intellectual Property and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Intellectual Property, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Marks as set forth in the Schedule attached hereto, together with the goodwill of the business symbolized by the Marks and the registrations and applications thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to any and all applications for patents and any and all patents, as set forth in the Schedule attached hereto, and in and to the inventions set forth in said applications and patents and any and all patents in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues, reexaminations, or extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, said rights to include any and all rights of recovery based on past and future infringement of any and all said inventions and said patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the term or terms for which patents may be granted, and all extensions thereof;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, the Assignor is the sole and lawful owner of the entire right, title and interest in and to said Intellectual Property, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries hereby covenants and agrees to and with the said Assignee, its successors, legal representatives

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1685526 v3: 104K603LDOC

and assigns, said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said Intellectual Property in any country, including but not limited to interference and opposition proceedings, is lawful and desirable, or that any division, continuation or continuation-in part of any application for patents, or any reissue, reexamination or extension of any patents to be obtained thereon, or any registration, application for registration or renewal of said Marks, or any registration, application for registration or renewal of copyrights, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense thereof, without charge to the said Assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the Assignor or any of their respective employees, agents and representatives in connection with the foregoing actions.

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1685526 v3; 104K6031.DQC

<u>ASSIGNOR</u> :		
Signed at GRAND RAP	105, MI	, this 12th day of November, 2003.
	RO	OWE INTERNATIONAL, INC.
		pe Name! Colonie A. Pinos le: Vice Pherident Finance
STATE OF Michigan)		7.00 / 7.00 / 7.00
STATE OF Michigan)) ss: COUNTY OF <u>kent</u>)		
	e the person	
(SEAL)		Notary Public My commission expers shelo
		My commission expires 8/18/09
ASSIGNEE: Signed at		, this 12th day of November, 2003.
		OWE INTERNATIONAL CORPORATION /k/a/ RWI ACQUISITION CORPORATION)
	В	y:
	T	ype Name:
STATE OF	. I:)	tle:
COUNTY OF) ss:)	
_	be the perso	03 personally before me came
(SEAL)		
		Notary Public

4

1685526 v3; 104K6031.DOC

ASSIGNOR:	·
Signed at	this 12th day of November, 2003.
	ROWE INTERNATIONAL, INC.
	Ву:
	Type Name:
STATE OF	Title:
) ss:	
COUNTY OF)	
	, 2003 personally before me came
	erson described and who signed the annexed
assignment, and, being duly sworn, acknow	wledged that he executed the same.
(SEAL)	
	Notary Public
ASSIGNEE:	
	sour1, this 12th day of November, 2003.
	ROWE INTERNATIONAL CORPORATION
	(f/k/a/ RWI ACQUISITION CORPORATION)
	By: Vinant EWand
	Type Name: Vincent E. Warrick
STATE OFMISSOURI)	Title: Vice President
) ss:	
COUNTY OF ST. LOUIS)	
On this 12th day of November	2002 margarelle hafara ma anna an
known to me, and known to me to be the	r, 2003 personally before me came <u>Vincent E. Warric</u> person described and who signed the annexed
assignment, and, being duly sworn, ackno	wledged that he executed the same.
	$\mathcal{A} = \mathcal{A} \cdot $
(SEAL)	Manyor. Sugar
	Notary Public
NANCY L. BIGGINS	
Notary Public - Notary Seal STATE OF MISSOURI	•
St. Louis County	

My Commission Expires: Sept. 14, 2007

1685526 v3; 104K6031.DOC

SCHEDULE I

MARKS

MARK: AMI

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			76/348,730	12/13/01
Colombia			02112467	12/11/02
United States	932,593	04/18/72	·	
Argentina	1,464,797	08/31/93		
Australia	A125074	10/03/73		
Austria	33531	12/06/55		
Bahamas	6715	04/15/71		
Benelux	31,086	05/19/71		
Canada	UCA 38080	09/29/50		
Chile	460,087	12/12/76		
Denmark	1294/1952	09/13/52		
Denmark	820/1954	06/12/54		
Finland	30461	09/29/56		
France	1,291,081	03/16/60		
G. Britain	816,136	01/25/61		
Germany	955,871	04/04/64		
Greece	20,650	09/27/55		
Hong Kong	283/1956	10/14/56		
Ireland	54143	06/23/52		
Italy	638,836	06/26/52		
Mexico	65855	07/18/51		
N. Zealand	57050	09/02/55		
Norway	42,059	06/25/52		
Panama	7528	07/11/62		
Portugal	121928F	03/04/54		
Singapore	19,640	09/13/55		
Spain	259,980	01/10/56		
Switzerland	398,076	05/22/62		
Taiwan	723,627	08/01/96		
Venezuela	24,596	05/04/56		

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MARK: ROWE

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			76/374,284	02/22/02
European			1536705	02/29/00
Community	_			
United States	858,590	10/15/68		
United States	2,366,273	07/11/00		
United States	533,276	11/14/50		·
Argentina	1,748,681	08/17/99		
Austria	55,116	07/15/65		
Benelux	31,087	05/19/71		
Brazil	4,100,565	10/22/71		
Canada	UCA 46453	04/14/53		
China	1,650,386	10/14/01		
Germany	824,288	09/23/66		
Italy	669,954	09/20/73		
Japan	3,203,746	09/30/96		
Mexico	96283	04/15/59		
Nicaragua	48468	05/08/01		•
Spain	917,465	04/05/80		
Switzerland	338,153	03/08/65		
Venezuela	29804	05/25/55		
Argentina	1,598,409	04/30/96		

MARK: ROWESTAR

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,531,813	03/28/89		

MARK: ROWE AMI

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			76/333,730	11/02/01
United States			76/348,731	12/13/01
Costa Rica			2001-0005946	08/06/01
Australia	A295,001	03/10/55		
China	868,748	09/07/96		
Germany	841,578	12/17/66	·	
Italy	669,953	09/02/73		
Japan	2,655,772	04/28/94		
Norway	209,788	08/09/01		
S. Korea	326,867	11/22/95		
Spain	917,464	04/05/80		
Taiwan	687,125	08/16/95		

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MARK: ROWE DESIGN

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
China	1,714,087	02/14/02		
European	1,536,697	02/29/00		
Community				

MARK: GEMSTAR

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			76/364,671	01/30/02

MARK: STARGLO

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			78/146,469	07/23/02
Mexico	768,235	11/13/02	558,237	07/26/02

MARK: MY SONG FIRST

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			78/163,551	09/12/02

MARK: LASERSTAR

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States			76/523,415	06/18/03
United States	1,531,812	03/28/89		

MARK: LASERSTAR STORM

THE THE PRODUCTION OF CAME.					
	Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
	United States	2,322,197	02/22/00		

MARK: LASERSTAR DATALINK

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,322,221	02/22/00		

MARK: LASER WALLSTAR

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,565,658	11/14/89		

MARK: LASER STAR AMERICA

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,800,030	10/19/93		

1686255 v1; 1054F01i.DOC

MARK: LASER/STAR BLACK MAGIC

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,820,520	02/08/94		

MARK: LASER STAR LADY IN RED

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,820,519	02/08/94		

MARK: LASERSTAR EAGLE

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,061,822	05/13/97		

MARK: LASERSTAR ENCORE

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,388,468	09/19/00		

MARK: LASERSTAR SATURN

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,520,836	12/18/01		-

MARK: LASERSTAR BERKLEY

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
G. Britain	2,163,791	04/09/98		

MARK: BERKELEY

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date	
United States	2,344,014	04/18/00			

MARK: STARBURST

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date	ĺ	
United States	2,280,065	09/21/99			l	

MARK: CUSTOMUSIC

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	793,800	08/03/65		

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MARK: ROWE	STAR	
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Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,531,813	03/28/89		

MARK: COMBOSTAR (stylized)

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	1,532,845	04/04/89		·

MARK: VENUS

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,056,153	04/22/97		

MARK: SUNRISE

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,356,163	06/06/00		

MARK: NETSTAR

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,648,116	11/12/02		

MARK: STARLINK

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,696,534	03/11/03		·

MARK: CENTURY

	T 75 1 3 7	15.5	4 44 3.7	1 4 19 35
Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,309,859	01/18/00		

MARK: STUDIO SOUND

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
United States	2,764,781	09/16/03		

MARK: MISCELLANEOUS DESIGN OF A CIRCLE IN A BOX

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date	
United States	948,890	12/19/72			

MARK: TEMPEST

	Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
C	3. Britain	2,155,415	01/14/98		

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MARK: FIESTA NET

Country	Reg'n No.	Reg'n Date	Appl'n No.	Appl'n Date
Mexico	751,211	06/25/02		
Mexico	760,253	08/22/02		

1686255 v1; 1054F011.DOC

SCHEDULE I

PATENTS

PENDING

Title	Country	Grant No.	Grant Date	Appl'n No.	Appl'n Date
Distributed Control For a Musical Jukebox	United States			09/957,340	9/20/01
Title Rack Lighting for Jukebox	United States			10/229,894	8/28/02
Compact Disk Musical Jukebox with Digital Music Library Access	Patent Cooperation Treaty			Not Assigned	9/26/03
Skip Detector for Compact Disc Jukebox	United States			10/405,591	4/2/03
Bill Acceptor with Tethered-Bill Protection	United States			10/605,690	10/17/03
Positive Drive Title Rack for Jukebox	Germany			19701204.3	1/15/97
Positive Drive Title Rack for Jukebox	Great Britain			962294.3	

REGISTERED

<u>Title</u>	Country	Grant No.	Grant Date	Appl'n No.	Appl'n Date
Control System for Compact Disc Phonograph	United States	6,639,876	10/28/03	09/810,760	3/16/01
Disc Changer	United States	6,373,796	4/16/02	09/428,980	10/28/99
Control System for Compact Disc					

1686153 v1; 1051L01I.DOC

<u>Title</u>	Country	Grant No.	Grant Date	Appl'n No.	Appl'n Date
Phonograph	United States	6,212,138	4/30/01	08/351,044	11/28/94
Video Jukebox	United States	4,667,802	5/26/87	656,670	10/01/84
Remote Selector Unit for Jukeboxes	United States	D332,096	12/29/92	439,085	11/17/89
Rotary Compact Disc Magazine Having Disc Receiving Means Limited to a Minor Segment of a Disc	United States	5,050,148	9/17/91	538,130	6/14/90
Jukebox Selection Display and Page Turning Mechanism Therefor	United States	5,031,346	7/16/91	07/384,733	7/24/89
Jukebox for Compact Disks	United States	D312,639	12/4/90	320,531	3/8/89
Positive Drive Title Rack for Jukebox	United States	5,704,146	1/6/98	08/584,315	1/16/96
Locked Cassette Bill Box	United States	5,205,481	4/27/93	788,809	11/7/91
Multiple Bill Escrow Mechanism	United States	5,067,701	11/26/91	509,900	4/16/90
Currency Validator	United States	4, 973,851	11/27/90	335,717	4/7/89
A Compact Disc Jukebox	Great Britain	1,059,706			5/24/89
Wall Selector Unit for Jukeboxes (design)	Great Britain	2,005,224	9/11/90		3/7/90

1686153 v1; 1051L011.DOC

REEL: 002873 FRAME: 0841

<u>Title</u>	Country	Grant No.	Grant Date	Appl'n No.	Appl'n Date
Control System for Compact Disc Phonograph	Great Britain	2,234,107	1/5/94		6/12/90
Jukebox Selection Cancellation	Great Britain	2,265,748	1/5/94		5/27/93
Jukebox Selection Cancellation	Great Britain	2,265,749	1/5/94		5/17/93
Rotary Compact Disc Magazine Having Disc Receiving Means Limited to a Minor Segment of a Disc	Great Britain	2,246,464			
Control System for Compact Disc Phonograph	Germany	4,023,193			
Control System for Compact Disc Phonograph	Germany	4,042,576			
AMI (International) S.A. (design)	France	60,529	1/15/59		1/15/59
Universal Document Validator	Canada	1,213,373	10/28/86	494,857	3/28/84

1686153 v1; 1051L011.DOC

RECORDED: 12/02/2003