

12-24-2003



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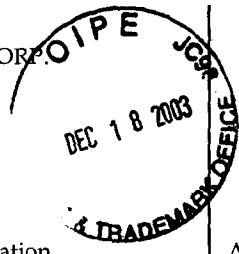
To the Honorable Commissioner of Patents and Trademar

1. Name of conveying party(ies):

party(ies):

AUDIO PRODUCTS INTERNATIONAL CORP.
(Canada corporation)
3641 McNicoll Avenue
Scarborough, Ontario
CANADA M1X 1G5

SPHEREX INC.
(Canada corporation)
3641 McNicoll Avenue
Scarborough, Ontario
CANADA M1X 1G5



- Individual(s)
- General Partnership
- Corporation-Canada
- Other _____
- Association
- Limited Partnership

Additional name(s) & address(es) attached?

- Yes
- No

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

3. Nature of conveyance:

ASSIGNMENT OF AUDIO PRODUCTS INTERNATIONAL CORP. TO SPHEREX INC., EFFECTIVE DECEMBER 15, 2003

Execution Date: DECEMBER 15, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SPHEREX (Reg. No. 1,736,140)

Additional numbers attached?

- Yes
- No

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

Name: Fitzpatrick, Cella, Harper & Scinto
30 Rockefeller Plaza, 38th Floor
New York, New York 10112-3801

Telephone No.: (212) 218-2100
Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number for any deficiency: 06-1205
(Attach duplicate copy of this page if paying by deposit account):

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01 EC:0521 40.00 DP

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.

Warren E. Olsen (Reg. No. 27,290)
Name of Person Signing

[Signature]
Signature

December 18, 2003
Date

December 18, 2003

Total number of pages including cover sheet, attachments, and documents:

ASSIGNMENT

WHEREAS, **AUDIO PRODUCTS INTERNATIONAL CORP.** ("Assignor") is desirous of selling, assigning and transferring to **SPHEREX INC.** ("Assignee"), all of its right, title and interest in and to the trademark **SPHEREX** (the "Mark") including U.S. trademark registration No. **1736140**, for the mark **SPHEREX** ("Trademark Registration"), and that portion of the business and goodwill that pertains to the Mark;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademark Registration, the Mark and that portion of the business that pertains to the Mark;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor does hereby sell, assign, transfer, convey and set over to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark Registration, the Mark and that portion of the business and goodwill that pertains to the Mark, including, but not limited to, the right to petition, sue or otherwise seek and recover damages, profits or any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Mark, or any license, agreement, contract or other matter relating thereto.

2. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers or other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the assignment of the Trademark Registration to Assignee with the appropriate agencies and offices of all jurisdictions in which the Mark is or may be registered or in which applications for registration of the Mark are pending, including, but not limited to the United States Patent and Trademark Office, under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof. Assignor also agrees to execute such additional documents as Assignee deems reasonably necessary to establish Assignee's rights in the Mark, including, but not limited to, such documents to establish the dates of first use for the Mark covered by the Trademark Registration, anywhere and in commerce, by Assignee through Assignor.

Executed at Toronto, Ontario, this 15 day of December, 2003.

**AUDIO PRODUCTS INTERNATIONAL
CORP.**

By: 

Howard A. Heiber
President