

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sumarc Electronics Incorporated		08/30/2004	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	NEA Delaware, Inc.
Street Address:	40 Pequot Way
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2084559	NOW! AUDIO VIDEO

CORRESPONDENCE DATA	
Fax Number:	(617)574-7659
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-574-4153
Email:	lbillone@goulstonstorrs.com
Correspondent Name:	Lisa Billone
Address Line 1:	400 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Lisa Billone
---------------------------	--------------

Total Attachments: 2 source=Now!AudioVideoAssignment#page1.tif source=Now!AudioVideoAssignment#page2.tif

OP \$40.00 2084559

SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 30th day of August, 2004 by and between SUMARC ELECTRONICS INCORPORATED, a North Carolina corporation with a mailing address at 40 Pequot Way, Canton, Massachusetts 02021 (the "Assignor") and NEA DELAWARE, INC., a Delaware corporation with a mailing address at 40 Pequot Way, Canton, Massachusetts 02021 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of the Service Mark and any and all trade dress associated therewith (the "Mark") as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark; and

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Mark.

NOW, THEREFORE, the Assignor and the Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest in and to the Mark, together with: (1) the goodwill of the business in connection with which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable with respect to the Mark, including without limitation damages and payments for past or future infringements and misappropriations of the Mark; (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark; and (4) all rights in all trade dress, labels, and designs associated with the Mark.

Section 2. Further Assurances. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations, and take all other actions reasonably requested by the Assignee, that may be necessary or appropriate for securing, completing, or vesting in the Assignee full right, title, and interest in the Mark and the other assets referred to in Section 1 above.

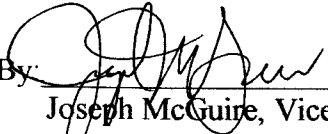
IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, in any number of counterpart copies, as of the 30th day of August, 2004.

Assignor:


Assignee:

SUMARC ELECTRONICS
INCORPORATED

NEA DELAWARE, INC.

By: 

Joseph McGuire, Vice President
Hereunto duly authorized

By: 

Joseph McGuire, Vice President
Hereunto duly authorized