

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
Neuros Audio, L.L.C.		08/16/2004	limited liability company: ILLINOIS
RECEIVING PARTY DATA			
Name:	XM Satellite Radio Inc.		
Street Address:	1500 Eckington Place, NE		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76448417	MYFI	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.663.8000		
Email:	cynthia.greer@pillsburylaw.com		
Correspondent Name:	Cynthia D. Greer, Esq..		
Address Line 1:	2300 N Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
NAME OF SUBMITTER:	Cynthia Greer, Esq. Pillsbury Winthrop		
Signature:	/Cynthia Greer/		
Date:	04/26/2005		

CH \$40.00 76448417

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Neuros Audio, L.L.C., an Illinois limited liability company having its principal office at 2 North Riverside Plaza, Suite 200, Chicago, IL 60606 ("Assignor") has adopted and is using the mark MYFI and is owner of Application Serial No. 76/448,417 (the "Mark"). Assignor is the owner of such Mark, together with the goodwill of the business in connection with which the Mark has been used (the "Goodwill").

WHEREAS, XM Satellite Radio Inc., a Delaware corporation having its principal office at 1500 Eckington Place, N.E., Washington, D.C. 20002 ("Assignee") desires to acquire the Mark, together with the Goodwill.

WHEREAS, Assignor desires to assign the Mark and the Goodwill to Assignee, and Assignee desires to accept such assignment of the Mark and the Goodwill from Assignor.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

TERMS AND CONDITIONS

Section 1. Assignment Fee. Within five (5) days after both parties shall have signed this Agreement, Assignee shall pay to Assignor the sum of Forty Five Thousand dollars (\$45,000) (the "Fee"). The Fee includes the value of the Mark and all costs associated with changing Assignor's materials that include the Mark. Additionally, Assignor shall file a Statement of Use with the U.S. Patent and Trademark Office, prior to filing an assignment of the Mark to Assignee.

Section 2. Assignment. In return for that good and valuable consideration, Assignor hereby assigns to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Mark and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, licensees, successors, assigns, and legal representatives, for the full extent of the life of the Mark, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made, including any registration which shall issue from Application Serial No. 76/448,417 filed with the U.S. Patent and Trademark Office.

Section 3. Cooperation. Assignor shall promptly provide all assistance, cooperation and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce or defend its rights to the Mark including the preparation and filing of any documents necessary to effectuate the transfer of the Mark contemplated herein. Assignor shall have up to six (6) months to effectively remove any and all uses of the Mark.

Section 4. No Contest. Assignor shall not contest or aid in contesting the validity or ownership of the Mark.

Section 5. Defense of Rights. Assignor further grants to Assignee the right to sue for past infringement, dilution, and any other violation of rights in the Mark and the Goodwill. The expense of such suits to protect the rights in the Mark and the Goodwill shall be borne entirely by Assignee, and any and all recoveries from any suit or settlement shall go to Assignee. At Assignee's request, Assignor agrees to be joined in any such actions, and the expenses of Assignor's participation in such suits shall be borne by Assignee.

Section 6. Warranty. Assignor represents and warrants that Assignor has full power to make this Assignment and that Assignor has not and will not execute any agreement in conflict herewith.

Section 7. Integration. This Agreement contains the entire understanding of the parties, and supersedes previous verbal and written agreements or representations between the parties concerning the Mark.

Section 8. Assurances. Each party hereby represents and warrants that all representations, recitals, statements and information provided to each other under this Agreement are true, correct, and accurate to the best of its knowledge.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its authorized officers, to be effective as of August 12, 2004.

ASSIGNOR:

By: [Signature]
(Signature)

Title: PRESIDENT
(Position of Signatory)

Name: JOSEPH BORN

Date: 8/16/04

ASSIGNEE:

By: [Signature]
(Signature)

Title: SVP, Advertising
(Position of Signatory)

Name: Gary Hahn

Date: 8/11/04

Before me personally appeared in person known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

[Signature]
Notary Public



Before me personally appeared in person known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

[Signature]
Notary Public

Notary Public
State of Maryland
Sheri L. Melvin
Commission Expires June 1, 2005
County of Montgomery

