

03-09-2005

HEET

Docket No.:

TRADE



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102955960

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VIVENDI UNIVERSAL NET USA GROUP, INC.

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

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: **TRUSONIC, INC.**

Internal Address:

Street Address: **7825 FAY AVE., SUITE 11A**

City: **LA JOLLA** State: **CA** ZIP: **92037**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **02/17/2005**

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

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,793,053      2,787,632

Additional numbers  Yes  No

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

Name: **DON FINKELSTEIN**

Internal Address:

03/08/2005 6TON11 00000041 2793053

01 FC:8521 40.00 DP  
02 FC:8522 25.00 DP

Street Address: **3858 CARSON STREET, SUITE 216**

City: **TORRANCE** State: **CA** ZIP: **90503**

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

**DON FINKELSTEIN**

Name of Person Signing

Signature

03/03/2005

Date

Total number of pages including cover sheet, attachments, and

6

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003131 FRAME: 0197

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made February 17, 2003 and is effective as of December 19, 2003, by and among Vivendi Universal Net USA Group, Inc., a Delaware corporation ("Assignor") with a place of business located at 4780 Eastgate Mall, San Diego, California 92121 ("Assignor"), and TruSonic, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein without definitions have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of December 2, 2003 (the "Purchase Agreement") between Assignor, MP3.com, Inc., a Delaware corporation ("Subsidiary"), and Assignee.

WHEREAS, in accordance with Section 1.1 of the Purchase Agreement, Assignor desires to confirm the assignment, made and effective as of December 19, 2003, ("Effective Date") of all of its right, title and interest in and to the trade names, logos, common law trademarks, service marks, trademark and service mark registrations and applications, as set forth on such Schedule I annexed hereto (collectively, the "Trademarks"), all of which Assignor has heretofore adopted, used and had been using up to the date of this Assignment in connection with the truSONIC Business of Assignor (the "Business").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements, representations and warranties contained in this Assignment and in exchange for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Assignor confirms that it has heretofore as of the Effective Date did, and by these presents does hereby, sell, assign, transfer, set over, and deliver to Assignee all rights, title and interest in and to:
  - (i) the Trademarks;
  - (ii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
  - (iii) all the goodwill associated with the Trademarks in connection with Assignor's conduct of the Business.
2. Assignor will, at the expense of Assignee, execute and deliver such further instruments including, without limitation, further instruments of assignment, as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.
3. For avoidance of doubt, except as set forth in the Purchase Agreement, Assignee acknowledges and agrees that neither Assignor nor Subsidiary makes any representations or

warranties whatsoever with respect to the Trademarks or the other assets and rights described in clause (ii) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any common law rights).

4. Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor under the Trademarks from, after and including the Effective Date. The parties hereto acknowledge that the "Status" column on Schedule I refers to the Status of the Applications/ Registrations listed thereon as of the Effective Date of this Assignment.

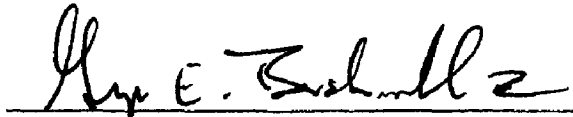
5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

7. The provisions hereto are subject to the provisions of Article 12 of the Purchase Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment of Trademarks as of the day and year set forth adjacent the signatures below.

**VIVENDI UNIVERSAL NET USA GROUP, INC.**




Name: George E. Bushnell III

Title: Vice President

Date: 2/17/05

**TRUSONIC, INC.**



Name: DANIEL K. O'NEILL

Title: EVP & CTO

Date: 2/28/05

ACKNOWLEDGEMENT

STATE OF NEW YORK  
COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public of the State of New York, personally appeared George E. Bushnell, III, having been sworn by me according to law did depose and say he is the Vice President of Vivendi Universal Net USA Group, Inc. and did acknowledge the execution of the foregoing on behalf of said Vivendi Universal Net USA Group, Inc.

WITNESS my hand and Notarial seal this 17<sup>th</sup> day of February, 2005.

Debra Ford

Notary

DEBRA FORD  
Notary Public, State of New York  
No. 31-5080907  
Qualified in New York County  
Commission Expires August 23, 2007  
June

SCHEDULE I

TRADEMARKS

Mark Name	Docket No.	Country	Status	Class No.	Applic. No.	Applic. Date	Reg. No.	Reg. Date
TRUSONIC	7011-33502.66	Australia	Registered	41	937263	12/10/2002	937263	5/6/2003
TRUSONIC	7011-33503.38	Canada	Filed	41	1162044	12/11/2002		
TRUSONIC	7011-33504.30	CTM	Filed	41	003034584	12/11/2002		
TRUSONIC	7011-33505.75	Mexico	Filed	41	579380	12/11/2002		
TRUSONIC	7011-33501.00	United States	Registered	41	78/134870	06/11/2002	2,793,053	12/09/03
TRUSONIC (STYLIZED)	7011-33702.66	Australia	Registered	41	937264	12/10/2002	937264	5/6/2003
TRUSONIC (STYLIZED)	7011-33703.38	Canada	Filed	41	1162043	12/11/2002		
TRUSONIC (STYLIZED)	7011-33704.30	CTM	Filed	41	002968337	12/11/2002		
TRUSONIC (STYLIZED)	7011-33705.75	Mexico	Filed	41	579381	12/11/2002		
TRUSONIC (STYLIZED)	7011-33701.00	United States	Registered	41	78/134885	06/11/2002	2,787,632	11/25/03

NSD\37942.2

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego } ss.

On February 28, 2005 before me, Arlene MacCartee  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Daniel K. Oneill  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten Signature]*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Trademarks

Document Date: February 28, 2005 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Daniel K. Oneill

- Individual
- Corporate Officer — Title(s): Trusonic, Inc.
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Daniel K Oneill

