

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
Rockford Corporation		10/07/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	NHT, Inc.		
Street Address:	6400 Goodyear Road		
City:	Benicia		
State/Country:	CALIFORNIA		
Postal Code:	94510		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2668783		
Registration Number:	1477513		
Registration Number:	2685953		
Registration Number:	2359107		
CORRESPONDENCE DATA			
Fax Number:	(602)734-3750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602.262.5311		
Email:	trademarks@lrlaw.com		
Correspondent Name:	Christy L.E. Hubbard		
Address Line 1:	40 North Central Avenue, 19th Floor		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	45897.1		
NAME OF SUBMITTER:	Christy L.E. Hubbard		

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Signature:	/Christy L.E. Hubbard/
Date:	02/20/2006
Total Attachments: 8 source=NHT Assignment#page1.tif source=NHT Assignment#page2.tif source=NHT Assignment#page3.tif source=NHT Assignment#page4.tif source=NHT Assignment#page5.tif source=NHT Assignment#page6.tif source=NHT Assignment#page7.tif source=NHT Assignment#page8.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is between Rockford Corporation, an Arizona corporation ("Assignor") and NHT, Inc., a Colorado Corporation ("Assignee"). Assignor and Assignee agree as follows:

1. Background. Under an Asset Purchase Agreement, dated October 7, 2005, between Assignor and Assignee (the "Purchase Agreement"), Assignor is assigning to Assignee and Assignee is assuming Assignor's interest in, and obligations under, the Assumed Liabilities described in Schedule 2.4 of the Purchase Agreement. All capitalized terms not otherwise defined herein have the definitions given them in the Purchase Agreement.
2. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Assumed Liabilities.
3. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed and complied with by Assignor under the Assumed Liabilities and covering the period of time following the Closing.
4. Purchase Agreement. This Assignment is in accordance with and subject to all of the representations, warranties and covenants set forth in the Purchase Agreement.
5. Further Assurances. Each of the parties agrees to take all such further actions, and execute and deliver such additional agreements, documents or instruments, as the other party may reasonably request from time to time to give effect to the provisions of this Assignment.
6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
7. Effective Date. This Assignment is effective as of the Closing Date.

ASSIGNOR:

Rockford Corporation, an Arizona corporation

By: *W Gary Sutto*
Its: *President & CEO*

ASSIGNEE:

NHT, Inc., a Colorado corporation

By:
Its:

Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is between:

- (a) Rockford Corporation ("Seller"); and
- (b) NHT, Inc. ("Purchaser").

Seller and Purchaser agree as follows:

1. Background and Definitions.

1.1 Company Business. Seller is in the business of designing, manufacturing, marketing and distributing high quality professional and home audio speakers, home theater speakers, and related products through its division known as NHT ("NHT" or the "Business"). The Business includes only the Rockford Home Group division that sells products under the NHT and NHT Pro brands. The Business does not include, and no assets are sold relating to, any other Rockford Home Group brands (including the Fosgate Audionics and Hafler brands) or any other Rockford Corporation brands.

1.2 Asset Sale. Seller desires to sell, and Purchaser has agreed to acquire all or substantially all of Seller's tangible and intangible assets used exclusively in the Business and specifically listed in *Schedule 1.2* (the "Assets"), including:

(a) 

(b) 

(c) the Intellectual Property used exclusively in connection with the Business, including those trademarks and trade names identified on *Schedule 1.2* and any federal, state, or foreign registrations relating to these names (the "Names"), and the goodwill associated with such Names. Purchaser will not acquire any interest in any of Seller's trademarks, names or other Intellectual Property other than the Names and Intellectual Property identified on *Schedule 1.2*;

(d) 

The Assets specifically exclude the Excluded Assets.

subsequent or similar matter.

- 17.3 Binding Effect. This Agreement is binding upon, and inures to the benefit of, each party and its successors and assigns.
- 17.4 No Benefit to Others. This Agreement is solely for the benefit of the parties (and their successors and assigns) and does not confer any rights on any other persons.
- 17.5 Severability. The invalidity or unenforceability of any provision of this Agreement does not affect the other provisions. This Agreement is to be construed in all respects as if it excluded any invalid or unenforceable provision.
- 17.6 Construction and Headings. Whenever a singular word is used in this Agreement it also includes the plural if required by the context, and vice versa. Paragraph headings are for convenience only and do not define or limit the contents of a paragraph.
- 17.7 Cooperation. In order to carry out this Agreement, each party will cooperate, will take further action, and will execute and deliver further documents as reasonably requested by any other party.
- 17.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together are one original.
- 17.9 Governing Law. This Agreement is governed by the internal Laws of Arizona. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in Maricopa County, Arizona.
18. Effective Date. This Agreement is executed and effective as of October 7, 2005.

[Signatures Follow]

NHT, Inc., a Colorado corporation

By: 
Mark Herbst, President

Address:

6273 Monarch Park Place
Niwot, CO 80503
Attention: Mark Herbst
Telephone: (303) 544-7252
Facsimile: (303) 442-4587

with a copy to:

Erik Rebich, Esq.
6273 Monarch Park Place
Niwot, CO 80503
Telephone: (303) 468-4277
Facsimile: (303) 468-4266

Rockford Corporation, an Arizona corporation

By: _____
Gary Suttle, President

Address:

Rockford Corporation
600 S. Rockford Drive
Tempe Arizona 85281
Attention: W. Gary Suttle, President
Telephone: (480) 967-3565
Facsimile: (480) 966-3639

with a copy to:

Kevin Olson
Steptoe & Johnson LLP
201 E. Washington St., Suite 1600
Phoenix, Arizona 85004
Telephone: (602) 257-5275
Facsimile: (602) 257-5299

NHT, Inc., a Colorado corporation

By: _____
[Insert Title]

Address:

Attention: _____
Telephone: _____
Facsimile: _____

Rockford Corporation, an Arizona corporation

By: W. Gary Suttle
Gary Suttle, President

Address:

Rockford Corporation
600 S. Rockford Drive
Tempe Arizona 85281
Attention: W. Gary Suttle, President
Telephone: (480) 967-3565
Facsimile: (480) 966-3639

with a copy to:

Kevin Olson
Steptoe & Johnson LLP
201 E. Washington St., Suite 1600
Phoenix, Arizona 85004
Telephone: (602) 257-5275
Facsimile: (602) 257-5299

SCHEDULE 1.2

Assets

Inventory

See attached.

Accounts Receivable

See attached.

Intellectual Property

See complete list attached to Schedule 5.20.

Other Assets

See attached.

Excluded Assets

None.

SCHEDULE 5.20

Intellectual Property

See attached.

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TRADEMARK
REEL: 003250 FRAME: 0617

COUNTRY	MARK	IMAGE	REG/APPL NO	STATUS
Panama	NHT		® 10359001	Renewal due 11 02 09
Singapore	NHT		® T00/16844E	Renewal due 09 22 10
Singapore	NHT NOW HEAR THIS		T00-168844E	Pending
South Africa	NHT		2001-07023	Pending
Taiwan	NHT NOW HEAR THIS		® 825764	Renewal due 11 15 08
Thailand	NHT		® Kor114706	Renewal due 08 26 09
United States	NHT		® 1477513	8/9 Renewal due 02 23 08
United States	NHT		® 2685953	8/15 Declaration due 02 11 09
United States	NOW HEAR THIS		® 2359107	8/9 Renewal due 02 11 13
United States	NOW HEAR THIS		® 2668783	8/15 Declaration due 06 20 06
United States	NOW HEAR THIS		® 314466	8/9 Renewal due 06 20 10
Uruguay	NHT		® 314466	8/15 Declaration due 12 31 08
				8/9 Renewal due 12 31 12
				Renewal due 02 16 10

Schedule 5.20