

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phatnoise, Inc.		08/12/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JBL Incorporated
Street Address:	8500 Balboa Boulevard
City:	Northridge
State/Country:	CALIFORNIA
Postal Code:	91329
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78463560	PHATNOISE MCD
Serial Number:	78691304	
Serial Number:	78691300	VOICE INDEX
Registration Number:	2625630	PHATNOISE
Registration Number:	2642406	
Registration Number:	2656105	PHATNOISE
Registration Number:	2703866	PHATBOX

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-321-4200
 Email: officeactions@brinkshofer.com
 Correspondent Name: John F. Nethery
 Address Line 1: P.O. Box 10395
 Address Line 4: Chicago, ILLINOIS 60610

CH \$190.00 78463560

ATTORNEY DOCKET NUMBER:	11336/1009
NAME OF SUBMITTER:	John F. Nethery
Signature:	/John Nethery/
Date:	02/24/2006
Total Attachments: 5 source=phatnoise assignment#page1.tif source=phatnoise assignment#page2.tif source=phatnoise assignment#page3.tif source=phatnoise assignment#page4.tif source=phatnoise assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, **PHATNOISE, INC.**, the Assignor, a corporation organized and existing under the laws of the States of California, having its principle place of business located at, 1950 Sawtelle Boulevard, Suite 200, Los Angeles, California 90025, is the owner of the Trademarks and corresponding Registrations identified on Trademark Schedule A, which is held in the name of Assignor on the records of the U.S. Patent and Trademark Office;

WHEREAS, **JBL INCORPORATED**, a division of **HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED**, the Assignee, a corporation organized and existing under the laws of the State of Delaware, having a principle place of business at 8500 Balboa Boulevard, Northridge, California 91329; and

WHEREAS, as contemplated in that certain Asset Purchase Agreement, dated as of July 26, 2005, by and between the Assignor and the Assignee, the Assignor has agreed to transfer all world-wide rights and the Assignee is desirous of acquiring all Assignor's rights in and to the Trademarks, Trademark applications, and Trademark Registrations identified in the attached Trademark Schedule A, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee all of its rights, titles and interests in and to the Trademarks, Trademark applications, and Trademark Registrations in the Trademark Schedule A, together with the goodwill of the business symbolized thereby, including the right to sue and collect for any past or other infringement thereof.

Assignor hereby covenants and agrees, upon Assignee's written request and without further remuneration, (a) to communicate to Assignee or its legal representatives all facts known to and readily ascertainable by Assignor respecting the Trademarks, Trademark applications, and Trademark Registrations; and (b) to execute all lawful documents and instruments, make all rightful oaths or declarations, and generally do such other things as are reasonable, necessary and appropriate to aid Assignee and Assignee's successors and assigns in confirming, preserving and

protecting all rights in and to the Trademarks, Trademark applications, and Trademark Registrations (and any renewals thereof) in the United States or elsewhere.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue trademarks to the Assignee in accordance with the terms of this Assignment of Trademarks.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this

Assignment as indicated below.

PHATNOISE, INC. (ASSIGNOR)

JBL INCORPORATED (ASSIGNEE)

By: _____

By: Edwin C. Summers

Name: Sharon Graves

Name: Edwin C. Summers

Title: President & CEO
PhatNoise, Inc.

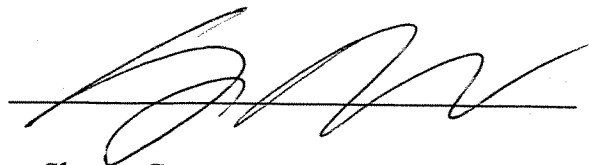
Title: Assistant Secretary
JBL Incorporated

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as indicated below.

PHATNOISE, INC. (ASSIGNOR)

JBL INCORPORATED (ASSIGNEE)

By: 

By: _____

Name: Sharon Graves

Name: Edwin C. Summers

Title: President & CEO
PhatNoise, Inc.

Title: Assistant Secretary
JBL Incorporated

[Signature Page to Trademark Assignment]

Trademark Schedule A

U.S. Trademark Registrations

Country	Trademark Registrations	Registration Date (mmddyyyy)	Mark
USA	2,625,630	09.24.2002	PHATNOISE
USA	2,642,406	10.29.2002	Design Only
USA	2,656,105	12.03.2002	PHATNOISE
USA	2,703,866	04.08.2003	PHATBOX

U.S. Pending Trademark Application

Country	Trademark Serial No.	Application Date (mmddyyyy)	Mark
USA	78-463560	08.06.2004	PHATNOISE MCD
USA	78-691304	08.12.2005	Design Only
USA	78-691300	08.12.2005	VOICE INDEX & Design

Foreign Trademark Registrations

Country	Trademark Registrations	Registration Date (mmddyyyy)	Mark
Community Trademarks	002602308	07.28.2003	PHATNOISE
Japan	4596322	08.16.2002	PHATNOISE
Canada	113190300	02.20.2002	PHATNOISE
Community Trademarks	3984937	08.10.2004	PHATNOISE MCD
Japan	2004-080305	08.31.2004	PHATNOISE MCD