

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sapphire Audio, LLC		04/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEA Delaware, Inc.		
<b>Street Address:</b>	40 Pequot Way		
<b>City:</b>	Canton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02021		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2996948	PROSOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)574-7659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-574-4153		
<b>Email:</b>	lbillone@goulstonstorrs.com		
<b>Correspondent Name:</b>	Lisa Billone		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Lisa Billone		
<b>Signature:</b>	/Lisa Billone/		
<b>Date:</b>	05/18/2006		

OP \$40.00 2996948

Total Attachments: 2

**900049300**

**TRADEMARK  
 REEL: 003312 FRAME: 0057**



## TRADEMARK ASSIGNMENT

WHEREAS, Sapphire Audio, LLC, a Delaware limited liability company ("Assignor"), is the owner of a registration of the mark PROSOLUTIONS, U.S. Reg. No. 2,996,948 (the "Mark");

WHEREAS, pursuant to that certain Memorandum of Agreement dated as of January 31, 2006, Assignor has agreed to transfer the Mark to Tweeter Home Entertainment Group, Inc. ("Tweeter") or its designee;

WHEREAS, Tweeter has designated NEA Delaware, Inc. ("Assignee") to acquire the Mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor's rights, title and interest in and to the Mark, together with (a) the good will of the business symbolized by and associated with the Mark, (b) all applications for registration, registrations, renewals and statements of use thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated good will.

Assignor agrees to execute and deliver at Assignee's request all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

*[signature page follows]*

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 10<sup>th</sup> day of April, 2006, to be effective as of January 31, 2006.

By: TL DeVesto  
Thomas DeVesto  
Chief Executive Officer

STATE OF Massachusetts )  
COUNTY OF Suffolk ) ss.

On this 10<sup>th</sup> day of April, 2006, before me, the undersigned notary public, personally appeared Thomas DeVesto, in his capacity as Chief Executive Officer of Sapphire Audio, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was based on the undersigned's personal knowledge of his identity (or proved to the undersigned by presentation of a driver's license), to be the person whose name is signed on the preceding or attached document, and acknowledged to the undersigned that he signed it as his free act and deed and the free act and deed of said limited liability company for its stated purpose.

[Signature]  
Notary Public  
My commission expires: 9-10-10