

Form PTO 1594
(Rev. 03/01)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CLASSE AUDIO INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Canada
 Other

Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
Name: **B&W GROUP LIMITED**

Internal Address:

Street Address: **Dale Road, Worthing**

City: **West Sussex** Country: **United Kingdom** Zip:

B11 2BH

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-United Kingdom
 Other

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: **September 30, 2005**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
78/404253
78/404257

B. Trademark Registration No.(s)
1827295

Additional numbers attached? Yes No

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

Name: **Linda A. Kuczma**

Internal Address: **Wallenstein & Wagner, Ltd.**

Street Address: **311 South Wacker Drive, 53rd Floor**
Chicago, IL 60806-6630

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41): **\$90.00**

Enclosed Check No. _____

Authorized to be charged to deposit account

8. Deposit account number: **23-0280**
(Attach duplicate copy of this page if paying by deposit account)

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.

Reg. No. **Linda A. Kuczma, Reg. No. 30,861**
Name and Registration No. of Person Signing

Linda A. Kuczma
Linda A. Kuczma

8/18/06
August 18, 2006

WWR File No.: **204-001** Total number of pages including cover sheet, attachments, and documents: **7**

CH \$90.00 230280 78404253

THIS AGREEMENT is dated 30 September 2005

BETWEEN:

- (1) **CLASSÉ AUDIO INC** incorporated and registered in Quebec, Canada with company number 1144239192 whose registered office is at 5070 Francois Cusson, Lachine H8T 1B3 Quebec, Canada (the "Assignor").
- (2) **B&W GROUP LIMITED** incorporated and registered in England and Wales with company number 880499 whose registered office is at Dale Road, Worthing, West Sussex BN11 2BH, United Kingdom (the "Assignee").

BACKGROUND

With effect from 30 September 2005 the Assignor which is the proprietor of the Intellectual Property and has agreed to assign all its rights in and to the Intellectual Property to the Assignee except as required to carry on the Assignors activities in Canada on the terms set out below.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"the Business" means the business of the design, research, development, manufacture and sale of audio products;

"Contracts" all and any contracts to which the Assignor is a party in relation to the Business (other than any contract between the Assignor and the Assignee or any member of the same group of companies as the Assignee or Excepted Contracts) under which the Assignor has granted to any third party any right to use the Intellectual Property which are wholly or partly unperformed as at the date of this Agreement;

2 ASSIGNMENT

2.1 In consideration of: _____ payable by the Assignee pursuant to clause 2.3 to the Assignor the Assignor and sub - license from the Assignee to the Assignor pursuant to clause 2.4 hereby assigns with full title guarantee to the Assignee absolutely:

2.1.1 the Intellectual Property and all and any rights of the Assignor in and to the Intellectual Property including the benefit of the applications for registration with the intention that when the applications are granted the registrations shall vest in the Assignee;

2.1.2 the Goodwill;

2.1.3 any common law or statutory rights attaching to the Intellectual Property;

2.1.4 all the Assignor's rights in and to the Contracts; and

2.1.5 all the Assignor's rights in and to the Technical Materials.

2.1.6 all the Assignor's rights to the Domain names.

2.2 Immediately following the execution of this Agreement, the Assignor shall deliver the Technical Materials to the Assignee or (at the option of the Assignee) shall make them available for collection by the Assignee.

2.3 The _____ shall be paid (subject to the Assignor performing its obligations under clause 2.2 and accepting its ongoing obligations under clause 2.5) immediately following the execution of this Agreement on 30 September 2005 to the Assignor and may at the Assignor's direction be by settlement of the Assignor's liabilities to the Assignee or its subsidiaries.

2.4 The Assignee hereby grants a limited non-exclusive license for 3 years to use the Intellectual Property, Trade Marks and Goodwill for the sole purpose of pursuing its business in connection with the Excepted contracts, meeting its obligations under clause 2.5 and provision of manufacturing services to the Assignee and its subsidiaries.

2.5 The Assignee agrees it will complete the previously agreed development of the remaining items in the _____ range of products and to undertake to assign all and any Intellectual Property arising from such development activities.

- 2.6 The Assignor covenants that, if requested by the Assignee, it shall execute an assignment or novation of each of the Contracts to give effect to the assignment of its rights pursuant to clause 2.1.4.
- 2.7 If any of the Contracts cannot effectively be transferred, or is not permitted to be assigned, to the Assignee except by an assignment made with a specified third party's consent or by a novation agreement with a third party:-
- 2.7.1 nothing contained in this Agreement shall constitute an assignment or an attempted assignment of such Contract if the assignment or attempted assignment would constitute a breach of the Contract;
- 2.7.2 as soon as reasonably practicable after the date of this Agreement the Assignor shall use its reasonable endeavours to obtain the relevant third party's consent to the assignment or novation of the Contract;
- 2.7.3 from the date of this Agreement unless and until the Contract is assigned or novated to the Assignee, the Assignor shall be treated as holding the benefit of the Contract on trust for the Assignee;
- 2.7.4 the Assignor shall do all such acts and things as the Assignee may request to enable performance of the Contract and to provide the Assignee with the benefit of the Contract (including, without limitation, the enforcement of any right of the Assignor against the other party to the Contract);
- 2.7.5 the Assignor shall account to the Assignee for all monies or other benefits received by the Assignor under the Contract in respect of the period after the date of this Agreement as soon as reasonably practicable and in any event within five days of receipt; and
- 2.7.6 the Assignor shall not agree to any amendment or termination of the Contract or any waiver by the Assignor of its rights under the Contract.
- 2.7.7 the Assignor shall obtain the written confirmation of its Bankers that they have released their charge, to the extent that it covers, over the Goodwill and Intellectual Property of the Business.

3 WARRANTIES

- 3.1 The Assignor warrants and represents to the Assignee that:

THE SCHEDULE

Trade Marks

Country	Mark	Application No.	Registration No.	Status	Filing Date	Classes
Canada	CLASSE (stylised)	1213516		Allowed	15.04.04	9, 37
Canada	CLASSE	1213515		Allowed	15.04.04	9, 37
Canada	CLASSE AUDIO	479084	TMA293579	Registered	02.12.81	9, 37
US	CLASSE (stylised)	78404253		Pending	19.04.04	9, 37
US	CLASSE	78404257		Pending	19.04.04	9, 37
US	CLASSE AUDIO	74379547	1827295	Registered	13.04.93	9
UK	CLASSE	-	E2064707	Registered	31.01.01	9
CTM	CLASSE	00377		TBC		9, 37
International						

EXECUTED and DELIVERED as a DEED by CLASSE AUDIO INC acting by a Director and the Secretary or two Directors

Director Signature

Name

Director/Secretary Signature

Name

EXECUTED and DELIVERED as a DEED by B&W GROUP LIMITED acting by a Director and the Secretary or two Directors

Director Signature

Name

Director/Secretary Signature

Name