

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxxsonics Europe GmbH		03/10/2006	Gesellschaft mit beschraenkter Haftung: GERMANY

RECEIVING PARTY DATA

Name:	Maxxsonics USA Inc.
Street Address:	1290 Ensell Road
City:	Lake Zurich
State/Country:	ILLINOIS
Postal Code:	60047
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2041266	MUSICOMP
Registration Number:	2809456	VERA
Registration Number:	1996649	BALCONY
Registration Number:	1905485	MB QUART
Registration Number:	1905486	MB QUART
Registration Number:	1907458	MB QUART
Serial Number:	78544967	THIRD ACOUSTICS
Serial Number:	78544981	THIRD
Serial Number:	78544984	THIRD ACOUSTICS GERMAN ENGINEERING

CORRESPONDENCE DATA

Fax Number: (312)236-7516
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.368.4000

CH \$240.00 2041266

Email: james.thiede@dlapiper.com
Correspondent Name: Christina L. Martini
Address Line 1: PO Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	358454-2
NAME OF SUBMITTER:	Christina L. Martini
Signature:	/CL Martini/
Date:	09/18/2006

Total Attachments: 6

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THIS AGREEMENT is made on 2nd March 2006

BETWEEN

- (1) **Maxxsonics USA Inc.**, a company duly organized and validly existing under the laws of Illinois, USA having its principal place of business at 570 Telsar Rd., Long Grove, IL 60047, USA (the "**Purchaser**"); and
- (2) **Maxxsonics Europe GmbH**, a limited liability company (Gesellschaft mit beschränkter Haftung) incorporated under the laws of Germany and registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Mosbach with registration number HR B 1856 and registered office at Neckarstrasse 20, 74847 Obrigheim, Germany (the "**Seller**").

PREAMBEL

The Seller is the proprietor and beneficial owner of certain Intangible Assets. The Seller has agreed to sell and assign such Intangible Assets to the Purchaser and the Purchaser has agreed to grant the Seller a royalty-free, non-exclusive and non-transferable license for the use of such Intangible Assets within the Territory, on the terms set out in this Agreement.

I. SALE AND ASSIGNMENT OF INTANGIBLE ASSETS

1. The Seller hereby sells, assigns, conveys and transfers to Purchaser all rights, titles, and interests throughout the world in and to all Intangible Assets, which are in the ownership of the Seller on the effective date of this Agreement, including all patents, trademarks, domains, design patents, utility models, any pending applications, the right of continued usage of the company name of the Seller, any and all goodwill and similar assets related to the business of the Seller, including but not limited to rights in commercial expertise, certificates of invention, inventions, copyrights, copyrighted material, mask works, trade secrets, know-how, inventions, designs, drawings, schematics, data models, verification and validation environments, technical documentation including laboratory logs, quality control documentation,

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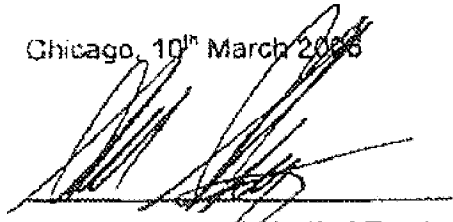
equipment, testing procedures, manufacturing specifications and databases (including client and supplier databases), in process research and development, and administrative and marketing procedures and any other intangible assets not covered by intellectual property rights, as well as all portrayals of such items, such as contractual documents, documents concerning the organization of administration and marketing, supplier and customer documents, lists (including lists of customers, potential customers, licensees, potential licensees, suppliers and produce prices), marketing, advertising, design and other strategies, governmental authorizations and permits, written descriptions as well as correspondence and other business documents, including but not limited to the intangible assets listed in Appendix 1 (collectively referred to in this Agreement as the "Intangible Assets"). The Intangible Assets also includes any inchoate rights (*Anwartschaftsrechte*) regarding the purchase and/ or assignment of any Intangible Assets described in this clause as well as all usage rights and any other rights attached to any Intangible Assets described in this clause

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11/03/2006 01:40 847 540 8092
05/10/2006 18:40 MAXSONICS + 0114922127727710
3-MAR-2006 FR 22:41 ID: THOMAS SAUER GERMANY

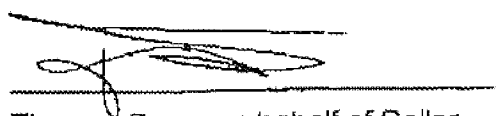
NO. 050 P08
FAX: +49 6228 71375 S: 08

Chicago, 10th March 2006



Aiden Stiefel on behalf of Purchaser

Obrigheim, 10th March 2006



Thomas Sauer on behalf of Seller

Handwritten initials

1. Trademarks

APPENDIX 1

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10.03.06

Mark	Kind	Country	Owner	Reg. no.	Application Date	Expiry Date	Class
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In Patent Assignment and License Agreement No. 003392/06

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THIRD ACOUSTICS GERMAN ENGINEERING	National	USA	Maxxsonics Europe GmbH	78544984	10.01.2005	9
THIRD ACOUSTICS	National	USA	Maxxsonics Europe GmbH	78544981 78544967	10.01.2005 10.01.2005	9 9

IP-Register Dienstleistungen Agentur Frankfurt, 03.10.05

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Verä	USA	Rockford Corp.	2.809.456	??	??	S
MB Quart	National	USA	Reg. by MB USA, assignment recorded	74545648	05.07.1994	
MB Quart	National	USA	Reg. by MB USA, assignment recorded	74540016	20.06.1994	
MB Quart	National	USA	Reg. by MB Quart, assignment recorded	74540015	20.06.1994	
Muscom	National	USA	Rockford Corp.	74676239	15.06.1995	
Balcony	National	USA	Rockford Corp.	74667468	04.06.1998	

IP Purchase Agreement and License Agreement Form 1, 08/01/06

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10.02.06