

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
Phoenix Gold International, Inc.		07/19/2006	CORPORATION: OREGON

RECEIVING PARTY DATA	
Name:	PHX AP Acquisition, LLC
Street Address:	9300 North Decatur
City:	Portland
State/Country:	OREGON
Postal Code:	97203
Entity Type:	LIMITED LIABILITY COMPANY: OREGON

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1475721	PHOENIX GOLD
Registration Number:	2298667	PG PHOENIX GOLD
Registration Number:	1238950	CARVER
Registration Number:	1360305	CARVER
Registration Number:	1921674	AUDIOSOURCE
Registration Number:	1224625	AUDIOSOURCE
Registration Number:	3138925	RYVAL
Registration Number:	3138926	RYVAL DESIGNS
Registration Number:	2554250	TONELINE
Registration Number:	2522424	
Serial Number:	78909078	PHOENIX GOLD
Serial Number:	78612557	CARVER
Serial Number:	78759678	CARVER
Serial Number:	78610756	AUDIOSOURCE

CH \$365.00 1475721

CORRESPONDENCE DATA

Fax Number: (503)595-5301

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (503) 595-5300

Email: ptotmdocket@klarquist.com

Correspondent Name: James E. Geringer

Address Line 1: 121 SW Salmon Street

Address Line 2: One World Trade Center, Suite 1600

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	3720-36914-01/JEG
NAME OF SUBMITTER:	James E. Geringer
Signature:	/James E. Geringer/
Date:	10/20/2006

Total Attachments: 6

source=Assignment of Marks from PGII to PHX AP LLC 071906 (with Substituted Schedule)#page1.tif

source=Assignment of Marks from PGII to PHX AP LLC 071906 (with Substituted Schedule)#page2.tif

source=Assignment of Marks from PGII to PHX AP LLC 071906 (with Substituted Schedule)#page3.tif

source=Assignment of Marks from PGII to PHX AP LLC 071906 (with Substituted Schedule)#page4.tif

source=Assignment of Marks from PGII to PHX AP LLC 071906 (with Substituted Schedule)#page5.tif

source=Assignment of Marks from PGII to PHX AP LLC 071906 (with Substituted Schedule)#page6.tif

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of the 19th day of July, 2006, by PHOENIX GOLD INTERNATIONAL, INC., an Oregon corporation ("Assignor") and PHX AP ACQUISITION, LLC, an Oregon limited liability company ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated July 19, 2006 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, of all such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").


NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction worldwide, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles that would require the application of any other law.

IN WITNESS WHEREOF, this Assignment of Servicemarks and Trademarks has been duly executed by Assignor and Assignee effective as of the date first above written.


ASSIGNOR:

PHOENIX GOLD INTERNATIONAL, INC.,
an Oregon corporation

By: 
Its: CEO, COR

ASSIGNEE:

PHX AP ACQUISITION, LLC,
an Oregon limited liability company

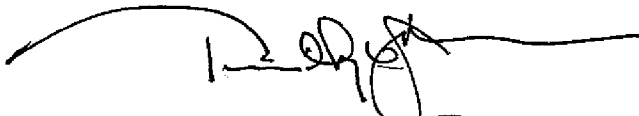
By: 
Its: President

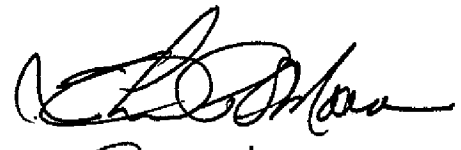
Schedule A

Marks

For purposes of this Assignment of Servicemarks and Trademarks, "Marks" means all of the Marks of described without limitation on the attached schedules.


Three (3) page "Substitute Schedule A" attached


CEO, COB


President

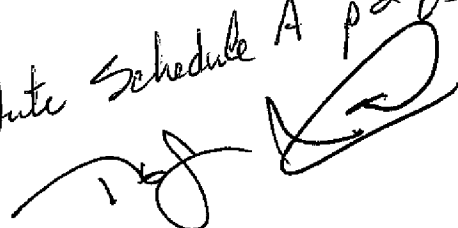
SCHEDULE A

Trademark: PHOENIX GOLD	Reg. or App. No.
Australia	Reg. 645209
Benelux	Reg. 563237
Brazil	App. 820357855
Canada	Reg. 341728, 6/17/88
China (PRC)	Reg. 1048297
China (PRC)	App. 4798498
China (PRC)	App. 4798459
China (PRC)	App. 4798497
CTM- EU (Community Trademark - European Union)	Reg. 38810, 4/1/96
France	Reg. 94/544567
Germany	Reg. 2071880
Germany	Reg. 1190297
Hong Kong	Reg. 300231768
Indonesia	App H4HC.01.01.2687
Italy	Reg. 659859
Japan	Reg. 4228727
Japan	Reg. 4228728
Japan	App. 112455/94
Korea	Reg. 443647
Malaysia	App. MA/2561/93; Reg 93002561
New Zealand	Reg. 242792
Russia	App. 2004 707094
Russia	App. 2005719704
Russia	App. 2005719703
Switzerland	Reg. 453486
Taiwan	Reg. 1026683
Taiwan	Reg. 1026682
Taiwan	Reg. 546053
Thailand	Reg. 75527
United Kingdom	Reg. 1528348
U.S.A.	Reg. 1475721
U.S.A.	Reg. 2298667
U.S.A.	SN 78/909,078

Substitute Schedule A p183


SCHEDULE A

Trademark: CARVER	Reg. or App. No.
Australia	Reg. 438720
Austria	Reg. 113329
Belarus	see Madrid entry
Benelux	Reg. 416887
Canada	App. 1211415; Reg. TMA639,850
China (PRC)	App. 200400835
CTM – EU	see Madrid entry
Denmark	Reg. VR 000881 1987
Finland	Reg. 99634
France	Reg. N1339408
Georgia	see Madrid entry
Germany	Reg. 1094075
Hong Kong	Reg. 1988B3636
Italy	Reg. 473820
Japan	Reg. 2711597
MADRID - Countries Designated: CTM Australia Georgia Ukraine Belarus	International Registration No. 0875211 (IR date December 21, 2005)
Korea	136539
Norway	Reg. 860074, 127408 App. 2004 707093
Russia	reg 284581
Singapore	Reg. T05/12832H
Singapore	Reg. T8803659J
Switzerland	Reg. 347117
Taiwan	App. 093013634 reg 1133889
Ukraine	see Madrid entry
UK	Reg. 1259207
USA	Reg. 1360305
USA	App. 78/612,557
USA	App. 78/759,678
USA	Reg. 1238950
Vietnam	Reg. 023416

Substitute Schedule A p2 of 3


SCHEDULE A

Trademark: AUDIOSOURCE	Reg. or App. No.
Belarus	see Madrid filing
Canada	App. 1163683; Reg. No. TMA617,548
CTM - EU	270066
Georgia	see Madrid filing
Hong Kong	B2841/97
MADRID - Countries Designated: Belarus Georgia Russia Ukraine	International Registration No. 879416
Russia	see Madrid filing
Singapore	T94/08112H
Taiwan	696176
Ukraine	see Madrid filing
USA	Reg. 1921674
USA	SN 78/610,756
USA	Reg. 1224625
Vietnam	24,193

Trademark: RYVAL	Reg. No.
USA	Reg. 3138925

Trademark: RYVAL DESIGNS	Reg. No.
USA	Reg. 3138926

Trademark: TONELINE	Reg. No.
USA	Reg. 2554250
USA	Reg. 2522424

Substitute Schedule A p 3 of 3
