

**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>
Musicam USA, Inc.		04/17/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	X-Digital Systems, Inc.		
<b>Street Address:</b>	9727 Pacific Heights Blvd		
<b>Internal Address:</b>	200		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74719362	STARGUIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)775-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 775 8000		
<b>Email:</b>	rdicerbo@mcandrews-ip.com		
<b>Correspondent Name:</b>	Ronald A DiCerbo		
<b>Address Line 1:</b>	500 West Madison		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	30872US01		
<b>NAME OF SUBMITTER:</b>	Ronald A DiCerbo		
<b>Signature:</b>	/Ronald A DiCerbo/		

CH \$40.00 74719362

Date:

04/27/2007

**Total Attachments: 6**

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**EXECUTION COPY**

**ASSET PURCHASE AGREEMENT**

**dated as of April 17, 2007**

**between**

**X-DIGITAL SYSTEMS, INC.**

**as Purchaser**

**and**

**STARGUIDE DIGITAL NETWORKS, INC.**

**as Seller**

DALLAS 1776455v6

A handwritten mark consisting of a stylized 'R' or 'B' with a checkmark-like flourish, and the letters 'F.L.' written below it.

**TRADEMARK  
REEL: 003531 FRAME: 0003**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), effective as of April 17<sup>th</sup>, 2007 (the "Effective Date"), is entered into by and between X-Digital Systems, Inc., a California corporation ("Purchaser"), and StarGuide Digital Networks, Inc., a Nevada corporation ("Seller") and supersedes any other agreements between the Purchaser and Seller. Seller and Purchaser are collectively referred to herein as the "Parties."

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the business and those certain rights of Seller, as set forth in Exhibit A attached hereto (the "Assets"), all of which are used exclusively in Seller's "Satellite & Wireless Division" (the "Business") in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1. DEFINITIONS

"Affiliate" means, when used with respect to a specified Person, any other Person controlling, controlled by or under common control with the specified Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power to direct the management and policies of the Person whether through the ownership of voting securities or by contract; and the term "controlled" has the meanings correlative to the foregoing.

"Agreement" has the meaning given such term in the first paragraph of this Agreement.

"Assets" has the meaning given such term contained in the second paragraph above and as described in Exhibit A attached to the Agreement.

"Business" has the meaning given such term in the second paragraph of this Agreement.

"Claim" means any written demand, demand letter, claim or notice of noncompliance or violation or Proceeding.

"Claim Notice" has the meaning given such term in Section 6.3(c).

"Closing" has the meaning given such term in Section 2.5.

"Closing Date" has the meaning given such term in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any binding agreement, contract, lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied).

"Effective Date" has the meaning given such term in the first paragraph of this Agreement.

"Third Person" means (i) any Person other than a Party or its Affiliates and (ii) any Governmental Authority.

"Third Person Claim" has the meaning given such term in Section 6.4(c).

**ARTICLE 2.  
PLAN OF ACQUISITION**

2.1. Acquisition of Assets. Upon the terms and conditions stated in this Agreement, Seller hereby agrees to sell, and Purchaser hereby agrees to acquire, the Assets.

2.2. Excluded Assets. The Assets sold and acquired hereunder shall not include any assets of Seller that are not listed on the attached Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**PURCHASER:**

X-DIGITAL SYSTEMS, INC.

By: 

Name: Ian Lerner

Title: Chief Executive Officer

**SELLER:**

STARGUIDE DIGITAL NETWORKS, INC.

By: 

Name: Omar A. Choucair

Title: President

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TRADEMARK  
REEL: 003531 FRAME: 0006



5. **Trademark/Application**

<b>Trademark/ Application</b>	<b>Country</b>	<b>Application Serial Number</b>	<b>Filed</b>	<b>Mark</b>
Trademark	US	2,219,170	01/19/1999	STARGUIDE
Application	US	76,032,937	04/24/2000	STARGUIDE

6. **Rights in Contracts set forth on Exhibit B hereto.**

7. **The web URL ([www.starguidedigital.com](http://www.starguidedigital.com))**

8. **UL, TUV, CE and all other safety and emissions certifications, to the extent assignable.**

9. **All of the following documentation in the possession of Seller in the native media formats, to the extent exclusively related to the StarGuide receiver product line:**

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