

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
Aerielle, Inc.		09/14/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Aerielle Technologies, Inc.
Street Address:	625 Ellis Street, Suite 206
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	77248924	MUSIC PARTY
Serial Number:	78316659	AUDIOBUG
Serial Number:	78329160	AUDIO BUG
Serial Number:	78316680	AERIELLE
Serial Number:	78329172	
Serial Number:	78316714	TIMELESS RADIO
Serial Number:	78316698	PHONEBUG
Serial Number:	78360077	CHANGING THE WAY YOU LISTEN TO AUDIO
Serial Number:	78360062	AUDIO. NO STRINGS ATTACHED
Serial Number:	78762415	AUDIOWEAR
Serial Number:	78402044	AUTOBUG
Serial Number:	78902710	CHOOSE.RECORD.LISTEN
Serial Number:	78443340	CHOOSE.RECORD.LISTEN.
Serial Number:	78571057	WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS

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Serial Number:	78593239	SURF2WIN
Serial Number:	78608242	SIMPLY BETTER SOUND
Serial Number:	78771609	ADPULLS
Serial Number:	78766480	
Serial Number:	78804480	AD-EMBED
Serial Number:	78806423	SCHEDULE-CAST
Serial Number:	78941607	ISHIFT
Serial Number:	78952330	I2I
Serial Number:	78968546	I2I-MATE
Serial Number:	77107639	HERE TODAY. HEAR TOMORROW.
Serial Number:	77095622	IHUG
Serial Number:	77095656	SNUG & HUG
Serial Number:	77131968	I2I-STREAM
Serial Number:	77132139	I2IGEAR

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 988-8500
Email: bbrown@fenwick.com
Correspondent Name: Fenwick & West LLP
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	25894-010 AERIELLE
NAME OF SUBMITTER:	Beverly Brown
Signature:	/Beverly Brown/
Date:	09/17/2007

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of September 14, 2007 ("Effective Date") from Aerielle, Inc., a California corporation ("Assignor") to Aerielle Technologies, Inc., a California corporation ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to each of the trademarks listed on the attached Exhibit A (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated as of September 14, 2007 (the "Contribution Agreement"), which Contribution Agreement provides, among other things, for the sale, transfer, assignment and conveyance of substantially all of Assignor's Intellectual Property, defined in the Contribution Agreement as the "Assigned IP";

WHEREAS, pursuant to the Contribution Agreement, the Trademarks are included in the Assigned IP, and Assignee therefore wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below.

NOW, THEREFORE, for one dollar (\$1) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following: (a) the Trademarks and the goodwill of Assignor's business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights"); (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Limitation. This Assignment is intended to implement the provisions of the Contribution Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this instrument is inconsistent with the Contribution Agreement, the provisions of the Contribution Agreement shall control.

4. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

[Rest of page intentionally left blank. Signatures to follow.]

EXHIBIT A
TRADEMARKS

Filing Office	Title	Type of Appln.	Serial No./ Pat/Reg No	Filing Date	Reg. Date
U.S. PTO	MUSIC PARTY	Trademark Application	77/248924	08/07/07	
U.S. PTO	AUDIO BUG (word only)	Trademark Registration	78/316,659; 3,044,408	10/21/03	01/17/06
U.S. PTO	AUDIO BUG (composite mark)	Trademark Application	78/329,160	11/17/03	
U.S. PTO	AERIELLE (word only)	Trademark Registration	2,889,344	09/28/04	
U.S. PTO	MISCELLANEOUS DESIGN	Trademark Registration	3,062,131	11/17/03	02/28/06
U.S. PTO	TIMELESSRADIO	Trademark Registration	3,181,511	10/21/03	12/05/06
U.S. PTO	PHONEBUG	Trademark Application	78/316,698	10/21/03	
U.S. PTO	CHANGING THE WAY YOU LISTEN TO AUDIO	Trademark Registration	3,006,582	01/30/04	10/11/05
U.S. PTO	AUDIO. NO STRINGS ATTACHED	Trademark Registration	2,933,027	01/30/04	03/15/05
U.S. PTO	AUDIOWEAR	Trademark Registration	3,165,139	11/29/05	10/31/06
U.S. PTO	AUTOBUG	Trademark Registration	3,177,808	04/14/04	11/28/06
U.S. PTO	CHOOSE.RECORD.LISTEN	Trademark Registration	78/902,710	06/07/06	08/07/07
U.S. PTO	CHOOSE.RECORD.LISTEN	Service Registration	3,136,715	06/29/04	08/29/06
U.S. PTO	WE LOOK FORWARD TO SERVING YOUR AUDIO NEEDS	Trademark Application	78/571,057	02/18/05	
U.S. PTO	SURF2WIN	Trademark Registration	3,114,005	03/23/05	07/11/06
U.S. PTO	SIMPLY BETTER SOUND	Trademark Registration	3,152,193	04/13/05	10/3/06
U.S. PTO	AD PULLS	Trademark Application	78/771,609	12/12/05	
U.S. PTO	logo design	Trademark Application	78/766,480	12/05/05	
U.S. PTO	AD-EMBED	Trademark Application	78/804,480	02/01/06	
U.S. PTO	SCHEDULE CAST	Trademark Application	78/806,423	02/03/06	

Filing Office	Title	Type of Appln.	Serial No./ Pat/Reg No	Filing Date	Reg. Date
U.S. PTO	iSHIFT	Trademark Application	78/941,607	07/31/06	
U.S. PTO	i2i	Trademark Application	78/952,330	08/15/06	
U.S. PTO	i2i-MATE	Trademark Application	78/968,546	09/06/06	
U.S. PTO	HEAR TODAY. HEAR TOMORROW.	Servicemark Application	77/107,639	02/14/07	
U.S. PTO	iHUG	Trademark Application	77/095,622	01/31/07	
U.S. PTO	SNUG & HUG	Trademark Application	77/095,656	01/31/07	
U.S. PTO	i2i-STREAM	Trademark Application	77/131,968	03/15/07	
U.S. PTO	i2iGEAR	Trademark Application	77/132,139	03/15/07	

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