

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Red Chip Company Ltd.		08/30/2007	CORPORATION: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA

Name:	Micropower Enterprises Ltd.
Street Address:	c/o Trident Trust Company (BVI) Limited
Internal Address:	Trident Chambers, Wickhams Cay
City:	Road Town, Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2385878	COOL AUDIO
Registration Number:	2764479	COOLAUDIO

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-321-4200
Email: officeactions@brinkshofer.com
Correspondent Name: Michael K. Hendershot
Address Line 1: P.O. Box 10395
Address Line 4: Chicago, ILLINOIS 60610

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:

CH \$65.00 2385878

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michael K. Hendershot

Signature:

/Michael K. Hendershot/

Date:

10/10/2007

Total Attachments: 4

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ASSIGNMENT AGREEMENT

Between

RED CHIP COMPANY LTD.

And

MICROPOWER ENTERPRISES LTD.

TRADEMARK

REEL: 003636 FRAME: 0696

This Assignment Agreement is made on the 20th day of August 2007 between

(A) Red Chip Company Ltd., a corporation organized and existing under the laws of the British Virgin Islands with its registered office address at c/o Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the Assignor) of one part;

And

(B) Micropower Enterprises Ltd., a corporation organized and existing under the laws of the British Virgin Islands with its registered office address at c/o Trident Trust Company (BVI) Limited, Trident Chambers, Wickhams Cay, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the Assignee) of the other part.

WHEREAS

- (1) The Assignor is the applicant/proprietor of trade marks as listed in Schedule 1 hereto (hereinafter called "the said Trade Marks"); and
- (2) The Assignor has agreed to assign and transfer all its rights, title and interests in and to the said Trade Marks including the benefits of pending applications to the Assignee for the consideration hereinafter appearing.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the premises and of the sum of UNITED STATES ONE DOLLAR (US\$1/-), the receipt and sufficiency whereof the Assignor hereby acknowledges, the Assignor as the legal and beneficial owner hereby assigns and transfers absolutely onto the Assignee:
 - (A) The said Trade Marks and all their right, title and interest in and to the said trade marks in relation to the goods for which they are registered/applied for, with goodwill of the business associated with the said Trade Marks..
 - (B) All statutory and common law rights, including the right to hold, use, exercise and enjoy the said Trade Marks and the right to sue for past infringements, including passing off and to retain all damages, interests, profits and costs awarded to the Assignee, its successors and assigns absolutely.
2. The Assignor hereby covenants to execute all such documents, forms and authorizations as deposited to or swear any declaration or oath as may be required by the relevant trade mark registration authorities for vesting the full right, title and interest to the said Trade Marks in favor of the Assignee.
3. The Assignor hereby represents and warrants as follows:
 - (vi) the Assignor has full rights to assign the said Trade Marks, and agrees that it will communicate to the Assignee and its successors and assigns, any facts known to the Assignor with respect to the said Trade Marks, and testify in any legal proceeding, sign all lawful papers, make all rightful declarations or oaths, and do everything lawfully possible to aid the Assignee and its successors and assigns, to obtain and enforce proper protection for the said Trade Marks.
 - (vii) the Assignor has not done or knowingly suffered or been a party to or privy to any act or thing whereby the Assignor is prevented from assigning the said Trade Marks.

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- (viii) the Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- (ix) once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.
- (x) the Assignor will not engage in any action that will be detrimental to the validity of the Trade Marks after the completion of the assignment.

4. The Assignee hereby represents and warrants as follows:

- (iii) the Assignee, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- (iv) once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms upon its execution.

- 5. The validity, interpretation and implementation of this Agreement shall be governed by the laws of Singapore.
- 6. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties.
- 7. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.
- 8. This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

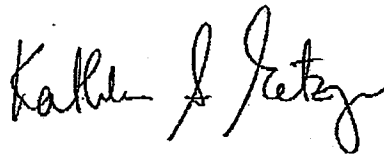
SUBJECT TO THE AFORESAID, a person who is not a party to this agreement shall have no right under the Contract (Rights of Third Party) Act to enforce any of its terms.

IN WITNESS WHEREOF parties hereto have executed this assignment on the day and year first above written.

THE ASSIGNOR

Signed by:
Kathleen A. Metzger
for and on behalf of
RED CHIP COMPANY LTD

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THE ASSIGNEE

Signed by:
Stephen Clive Fraser
for and on behalf of
MICROPOWER ENTERPRISES LTD.

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SCHEDULE 1

TERRITORY	MARK	APPLICATION NO.	REGISTRATION NO.	CLASS
Australia	CoolAudio	833498	833498	9
Australia	BLUEBLUE	1131080	1131080	9
Canada	BLUEBLUE	1314925		9
China	BLUEBLUE	5562254		9
China		3195318	3195318	9
China	COOLAUDIO	3195319	3195319	9
Germany	BLUEBLUE	306 51 934.8	30651934.8	9
Hong Kong		300366930	300366930	9
Hong Kong	CoolAudio COOLAUDIO	300366949	300366949	9
Italy	BLUEBLUE	TO2006C002287		9
Japan	BLUEBLUE	2006/079020		9
Japan	COOLAUDIO	11-13824	4483251	9, 37, 40, 42
Singapore	COOLAUDIO CoolAudio	T00/07452A	T00/07452A	9
Singapore	BLUEBLUE	T06/17497H		9
South Africa	CoolAudio	2000/08346	2000/08346	9
United Kingdom	BLUEBLUE	2430598	2430598	9
USA		75212181	2,385,878	9
USA	COOLAUDIO	75384433	2,764,479	9

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