

**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>
NHT, INC.		01/31/2008	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NHT Audio, LLC		
<b>Street Address:</b>	6400 Goodyear RD		
<b>City:</b>	Benicia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94510		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2685953	NHT	
Registration Number:	2668783	NOW HEAR THIS	
Registration Number:	1477513	NHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)734-3750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(602) 262-5311		
<b>Email:</b>	trademarks@lrlaw.com		
<b>Correspondent Name:</b>	Christy L.E. Hubbard, c/o Lewis and Roca		
<b>Address Line 1:</b>	40 North Central Avenue, Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	45897-1		
<b>NAME OF SUBMITTER:</b>	Christy L.E. Hubbard		
<b>Signature:</b>	/CHRISTY L.E. HUBBARD/		

CH \$90.00 2685953

Date:

03/26/2009

**Total Attachments: 3**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made this 31<sup>st</sup> day of January, 2008 by and between NHT AUDIO, LLC, a California limited liability company ("Buyer"), NHT, INC., a Colorado corporation ("Seller"), and VINCI LABS, INC., a Colorado corporation that owns all the outstanding shares of capital stock in Seller ("Stockholder"), with reference to the following:

WHEREAS, Seller desires to sell and Buyer desires to purchase substantially all of the assets of Seller used in the operation of Seller's high fidelity audio speaker and electronics business (the "Business"), on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I  
SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Sale of Assets.

(a) Purchased Assets. At the Closing (as defined in Section 1.3 below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall accept and purchase, all of Seller's right, title and interest in and to all the tangible and intangible assets of Seller as of the Closing (the "Purchased Assets"), insofar as they relate to, are used in or are necessary for the operation of the Business as it is presently conducted and as reflected in Seller's balance sheet as of December 31, 2007 attached hereto as Exhibit A (the "Balance Sheet") and/or the List of Purchased Assets attached hereto as Exhibit B, including, without limitation, the Assumed Contracts (as defined in Section 2.1(f) below).

[REDACTED]

[REDACTED]

(p) Trademarks and Other Intellectual Property. Except as set forth in Schedule 2.1(p), there are no patents, trademarks, service marks, trade names, copyrights, or applications therefor or registrations thereof ("Intellectual Property"), which have been used or owned within the last three years by Seller with respect to the Business. Schedule 2.1(p) contains a true and complete description of the rights of Seller with respect to each of such items of Intellectual Property. Except as set forth in Schedule 2.1(p), Seller has sole, full and clear title to all of such items of Intellectual Property, without any liens, encumbrances or restrictions whatsoever, and upon closing of the transactions contemplated hereby, Buyer will possess sole, full and clear title to all of such items of Intellectual Property, without any liens, encumbrances or restrictions whatsoever. To the best of its knowledge, Seller is not and, during the last two years, has not, with respect to the Business or the Purchased Assets (i) infringed or violated any trademark, service mark, trade name, patent or copyright or other Intellectual Property right; or (ii) unlawfully or improperly used any trade secrets belonging to any third party.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 2.1(p)  
INTELLECTUAL PROPERTY

"NHT" tradename

"NHTPro" tradename

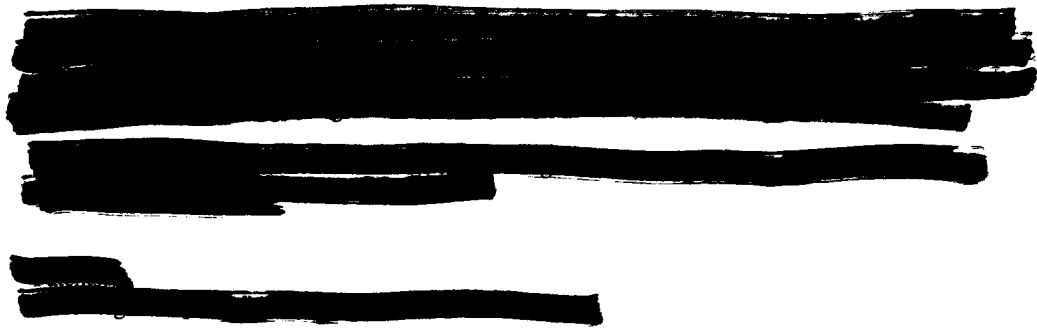
"NHT Pro Audio" tradename

"NHT Xd" tradename

"NHT Hi-Fi" tradename

"Now Hear This" tradename

Describe or attach copies of all logos: Any logo using the NHT letters or drawn letters adjacent to each other within or without a oval, square or rectangular border, "now hear this" spelled out or drawn with any combination of upper or lower case type in any font. "NHTPro" or "NHT Pro Audio" spelled out or drawn with any combination of upper or lower case type in any font. "NHT Xd" or "Xd" spelled or drawn with any combination of upper or lower case type in any font and or contained with the border of a circle, square, oval or rectangle.



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