

**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>
Soundmatters, Inc.		06/30/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Soundmatters International, Inc.		
<b>Street Address:</b>	1960 Bryant Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75410423	SOUNDMATTERS	
<b>Serial Number:</b>	75410409	SOUNDMATTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4156156024		
<b>Email:</b>	tmdocket@dlapiper.com, barbara.ellen@dlapiper.com		
<b>Correspondent Name:</b>	Eugene M. Pak, Esq. c/o DLA Piper LLP		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Eugene M. Pak		
<b>Signature:</b>	/Eugene Pak/		
<b>Date:</b>	05/04/2009		
Total Attachments: 11			

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of the June 30, 2005 (the "Effective Date"), by and between SOUNDMATTERS INTERNATIONAL, INC., a Delaware corporation ("Purchaser") and Soundmatters, Inc., a California corporation (the "Seller").

### RECITALS

A.

*REDACTED*

B.

C.

D. Seller owns certain intellectual property rights (the "Intellectual Property").

E. Purchaser has entered into arrangements to renegotiate or to pay the Assumed Liabilities and has the financial ability to do so, having raised in excess of \$1 million in capital and \$3 million in operating credit.

F.

*REDACTED*

Seller desires to sell, transfer and assign to Purchaser and Purchaser desires to purchase and acquire from Seller the Assets (as defined below) in exchange for Purchaser's assumption of the Assumed Liabilities, subject to the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, transfer, convey, assign and deliver or cause to be transferred, to Purchaser, and Purchaser shall purchase and acquire, all of Seller's right, title and interest in Intellectual Property and in the other assets listed on Schedule 5(d) (the "Assets"), including, without limitation, all of Seller's rights in intellectual property in the Assets, including but not limited to copyrights, trademarks and patents, owned, used or held for use by Seller under the laws of any jurisdiction worldwide, as well as all tangible embodiments thereof (including but not limited to any licenses, agreements and registrations concerning the Assets).

2. Purchase Price. As consideration for the Assets, Purchaser shall assume the Assumed Liabilities.

3. Closing.

(a) Closing Date. Subject to the terms and conditions of this Agreement, the Closing shall take place at the offices of Purchaser in San Francisco, California on June 30, 2005 at 10:00 a.m. Pacific Time, or at such other place, date and time as Purchaser and Seller may agree in writing (the "Closing Date").

(b) Seller's Deliverables at Closing. At or prior to Closing, Seller and Purchaser each shall deliver or cause to be delivered an executed counterpart of the Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit A ("Assignment and Assumption Agreement").

4. Retainer Liabilities of the Assets. Seller shall remain solely liable for and obligated to discharge, all of the debts, commitments, obligations and other liabilities of Seller, whether known or unknown, accrued or not accrued, fixed or contingent, other than the Assumed Liabilities.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser and agrees as follows:

(a) Organization and Authority. Seller is a corporation duly organized, validly existing under the laws of California, with full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated pursuant to this Agreement have been fully authorized and approved by all necessary and appropriate actions and approvals by Seller.

(b) Proceedings. There is no action, suit, proceeding, claim or arbitration, nor any investigation by any governmental agency, pending or threatened against or affecting Seller or its respective business, business prospects or assets, or relating to the transactions contemplated by this Agreement, and there is no reasonable basis or grounds for any such action, suit, proceeding, claim, arbitration or investigation. There is no outstanding order, writ, injunction or decree of any court, government or governmental agency, or any outstanding arbitration award, against Seller.

(c) Liabilities. Seller has no debt, liability or obligation of any kind, whether accrued, absolute, contingent or otherwise, including, without limitation, any liability or obligation on account of taxes or any governmental charges or penalties, interest or fines, except (i) those liabilities reflected on Schedule 5(c), (ii) liabilities incurred in connection with the transactions provided for in this Agreement, and (iii) as disclosed to Purchaser.

(d) Title to Assets. Seller, owns the rights, title and interest to the Assets and all Intellectual Property in connection with the Assets free and clear of any liens or encumbrances (other than as disclosed to Purchaser), has full power and authority to sell and transfer the same to Purchaser and consummate the other transactions contemplated by this Agreement without the consent or approval of any other person or authority that has not been obtained and does hereby and by the Bill of Sale transfer to Purchaser, good and marketable title thereto free of restrictions or adverse claims (whether written or oral), liens or interests. Seller has not received any notice or claim (whether written or oral), challenging the validity or enforceability of any of the Intellectual Property. None of the Intellectual Property infringes or violates, or constitutes a misuse or misappropriation of, any intellectual property rights of any person or entity. The Assets include those listed on Schedule 5(d).

(e) Compliance with Laws. Seller is not in violation of any, and has complied in all material respects with all, applicable statutes, laws, ordinances, regulations, orders, judgments or decrees affecting the Assets.

(f) Transactions Not Prohibited. The consummation of the transactions referred to in this Agreement will not result in the breach of, or constitute a default (or an event which, with notice or lapse of time or both, would be a default) or allow the acceleration of Seller's obligations under any agreement to which Seller is a party or to which Seller or the Assets are subject, nor will such consummation conflict with any provision of the charter documents of the Seller.

(g) Consents. Except for any consents already obtained, no approval or consent of any person, entity or governmental agency not herein expressly provided for is required in connection with Seller's execution of this Agreement and performance of their obligations hereunder.

(h) Full Disclosure. All of the records and all copies of agreements, instruments and documents provided to or made available for inspection by Purchaser are true,

correct and complete. None of the representations and warranties made by Seller in this Section 5 contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made, in light of the circumstances under which they are being made.

6. Representations and Warranties of Purchaser.

(a) Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to enter into and perform this Agreement.

(b) Authority. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated pursuant to this Agreement have been fully authorized and approved by all necessary and appropriate actions and approvals by Purchaser.

7. Indemnification.

(a) Seller shall indemnify and hold Purchaser harmless with respect to all claims, losses, damages or expenses, including legal fees and other litigation expenses, arising from any act, error or omission of Seller with respect to the Assets prior to the date hereof or any other liability of Seller incurred prior to the date hereof.

(b) Purchaser shall indemnify and hold Seller harmless with respect to all claims, losses, damages or expenses, including litigation expenses, arising from or relating to any act, error or omission of Purchaser with respect to the Assets on or after the date hereof or any other liability of Purchaser with respect to the Assets incurred on or after the date hereof.

8. Further Assurances and Post-Closing Cooperation. In addition to the actions, documents and instruments specifically required to be taken or delivered hereby, prior to and after the Closing and without further consideration, Seller shall execute, acknowledge and deliver such other assignments, transfers, consents and other documents and instruments and take such other actions as Purchaser may reasonably request to complete and perfect the transactions contemplated by this Agreement.

9. Costs. Seller and Purchaser shall each bear its own costs with respect to the preparation and negotiation of this Agreement.

10. Assignability. This Agreement and Purchaser's rights and obligations hereunder are assignable by Purchaser in whole or in part. Seller may not assign this Agreement without Purchaser's prior written consent.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and wholly to be performed in the State of Delaware.

12. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) three (3) days after having been sent by registered or certified United States mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth below or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto.

SOUNDMATTERS INTERNATIONAL, INC.  
1960 Bryant Street  
San Francisco, CA 94110-1409  
Attn: Mr. Urs Boesiger

SOUNDMATTERS, INC.  
75 Folsom Street, Apt. 1704  
San Francisco, CA 94105  
Attn: Mr. Godehard Guenther

13. **Attorneys' Fees.** In any litigation between the parties to this Agreement arising under or relating to this Agreement, or any of the instruments, documents or agreements delivered at Closing, the prevailing party shall be entitled to recover reasonably incurred attorneys' fees and expenses of litigation, if awarded by a court of competent jurisdiction.

14. **Survival of Terms.** All warranties, representations and covenants contained in Sections 5, 6 and 8 of this Agreement and any certificate or other instrument delivered by or on behalf of the parties pursuant to this Agreement shall be continuous and shall survive Closing.


15. **Severability.** If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

16. **Entire Agreement and Modification.** This Agreement supersedes all prior agreements and understandings between the parties relating to the transfer of the Assets and constitutes the entire agreement between the parties with respect thereto. No modifications or amendments of this Agreement shall be binding unless made in writing and duly executed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective representatives hereunto authorized as of the day and year first written above.


**SELLER:**

SOUNDMATTERS, INC.

By   
Name Godhard A. Guenther  
Title CEO

**PURCHASER:**

SOUNDMATTERS INTERNATIONAL, INC.

By   
Name Ute Baerig  
Title CEO



**EXHIBIT A**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Exhibit A**



REDACTED

**Total Account  
Payable:**

**Grand Total**

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**Schedule 5(d)**

**Trademarks**  
**Soundmatters**

**Trade Secrets**  
**Design of transducer**  
**Manufacturing of transducer**  
**Manufacturing of speaker radiator panels**  
**Design of high performance switching power supplies**  
**Design of high performance digital amplifiers**

**Patents**

**Unpublished Applications**

United States Patent Application No. 11/058,922  
United States Patent Application No. 60/608,755  
United States Patent Application No. 29/227,344

**Title**

Loudspeakers, Systems, And Components Thereof  
Loudspeakers and Systems  
Base Station for Portable Electronic Device

**Issued Patents and Published Applications**

United States Patent No. 5,882,191  
United States Patent No. 6,876,752  
United States Patent No. 6,611,606  
Chinese Patent Application No. CN1443433A  
Japanese Patent Application No. 2004-502365  
European Patent Application No. 1329130  
United States Patent Application 2004-0076308  
Hong Kong Patent Application No. 1058739A  
United States Patent No. 6,654,476 B1  
European Patent Application No. 1247424  
United States Patent Application Publ. No. 2004-0671308  
United States Patent Application Publ. No. 2003/0044041 A1  
Chinese Patent Application No. 1369190A  
Hong Kong Patent Application No. 1049425A  
Japanese Patent Application No. 2002-530967  
United States Patent Application Publ. No. US2004/0161129 A1  
Chinese Patent Application No. CN 1439235A  
Japanese Patent Application No. 2004-502366  
European Patent Application No. 1410682  
Hong Kong Patent Application No. 1058608A

**Title**

Loudspeakers, Systems, and Components Thereof  
Loudspeakers, Systems, And Components Thereof  
Compact High Performance Speaker  
Compact High Performance Speaker  
Compact High Performance Speaker  
Compact High Performance Speaker  
Compact High Performance Speaker  
Compact High Performance Speaker  
Low Cost Broad Range Loudspeaker and System  
Low Cost Broad Range Loudspeaker and System  
Low Cost Broad Range Loudspeaker and System  
Low Cost Motor Design for Rare-Earth-Magnet Loudspeakers  
Low Cost Motor Design for Rare-Earth-Magnet Loudspeakers  
Low Cost Motor Design for Rare-Earth-Magnet Loudspeakers  
Low Cost Motor Design for Rare-Earth-Magnet Loudspeakers  
Low Profile Speaker and System  
Low Profile Speaker and System  
Low Profile Speaker and System  
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Low Profile Speaker and System