

**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>
Audio Technologies Incorporated a/k/a ATI GROUP, INC.		10/14/2008	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audio Technologies, Inc.		
<b>Street Address:</b>	402 Poston Street		
<b>City:</b>	Rio Rico		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85648		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2885492	ATI	
Registration Number:	2885493	ATI-AUDIO TECHNOLOGIES INCORPORATED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.979.1283		
<b>Email:</b>	spgribok@duanemorris.com		
<b>Correspondent Name:</b>	Stephan P. Gribok/Duane Morris LLP		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Stephan P. Gribok		
<b>Signature:</b>	/spg/		
<b>Date:</b>	05/22/2009		

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**Total Attachments: 3**

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**ASSIGNMENT OF UNITED STATES TRADEMARKS**

This Trademark Assignment, dated October 14, 2008, between the undersigned, **Audio Technologies Incorporated a/k/a ATI GROUP, INC.**, a Pennsylvania corporation, with a principal place of business at 34 East Centennial Drive, Medford, New Jersey 08055 (hereinafter referred to as "Assignor"), and **Audio Technologies, Inc.**, an Arizona corporation, with a principal place of business at 402 Poston Street, Rio Rico, Arizona 85648 (hereinafter referred to as the "Assignee"), transfers and assigns from Assignor to Assignee, all right, title and interest in and to the marks and registrations described in Schedule A attached hereto and the goodwill of the business associated therewith, which assignment is being made to Assignee as successor to the portion of the business of Assignor to which the mark pertains, which business is ongoing and existing.

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the mark, free and clear of all liens and encumbrances, together with all of the goodwill of the entire business associated with and symbolized by such mark, the applications for registration and registrations thereof and therefore, and any rights of the Assignor to sue any third parties for any past infringement of or to the mark, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the mark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the mark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

**Audio Technologies Incorporated a/k/a ATI GROUP, INC.**

Date: October 14, 2008

David V. Day  
David V. Day, President

N. Goodman  
10/14/08  
NORINE M GOODMAN  
Notary Public  
State of New Jersey  
My Commission Expires Jan 3, 2013  
**TRADEMARK**

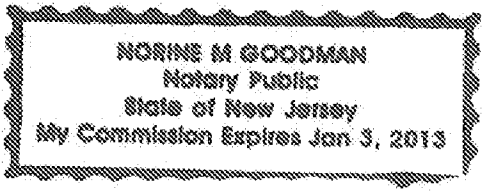
COMMONWEALTH OF NJ :  
 :SS.  
COUNTY OF Camden :

I, Norine Goodman a Notary Public, in and for the Commonwealth and County aforesaid, do hereby certify that on this 14 day of Oct, 2008, appeared before me David Dayg, to me personally known, who, being by me duly sworn, did say that he is the President of **Audio Technologies Incorporated a/k/a ATI GROUP, INC.**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 14 day of Oct, 2008.

Norine Goodman  
Notary Public

(SEAL)



Schedule A

Mark	Registration No.
ATI & Design	2,885,492
ATI - AUDIO TECHNOLOGIES INCORPORATED	2,885,493