

717109

07-08-2009



SHEET
ILY

To the Director of the U. S. Pat

103566567

ached documents or the new address(es) below.

1. Name of conveying party(ies):

East West Bank

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 28, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Richard L. Andersen
 Internal
 Address: _____
 Street Address: 16603 Falda Avenue
 City: Torrance
 State: California
 Country: USA Zip: 90504

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Individual Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/556,314

B. Trademark Registration No.(s)

2,962,880

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

(Design only)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William L. Chapin

Internal Address: Law Offices of William L. Chapin

Street Address: 16791 Sea Witch Lane

City: Huntington Beach

State: California Zip: 92649

Phone Number: (714) 625-3570

Fax Number: (714) 625-3580

Email Address: chapinpatents@dslextrame.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 07/07/2009 NJANA1 00000093 76556314
 01 FC:8521
 Authorized User Name _____ 40.00

9. Signature:

William L. Chapin
Signature

July 3, 2009
Date

William L. Chapin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PURCHASE AND SALE AGREEMENT

The PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 28th day of April 2009 (the "Effective Date"), by and among Audiobahn, Inc., a California corporation, having its offices at 114 South Berry Street, Brea, California 92821 ("Audiobahn"), East West Bank, a California corporation, having its offices at 135 North Los Robles Avenue, 7th Floor, Pasadena, California 91101 (the "Bank"), Nasser Abo Abdo, an individual, residing at 26192 Oroville Place, Laguna Hills, California 92653 (the "Guarantor"), and Richard L. Andersen, having his offices at 16603 Falda Avenue, Torrance, California 90504 (the "Buyer," and together with Audiobahn, the Guarantor, and the Bank, the "Parties").

RECITALS

WHEREAS, the Buyer wishes to acquire and all of the Bank's right, title, and interest in and to the Audiobahn™ and Design Only™ trademarks (together, the "Trademarks"), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Bank wishes to sell to the Buyer all of the Bank's right, title, and interest in and to the Trademarks, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based upon the terms, conditions, covenants, and consideration set forth in this Agreement, the Parties, intending to be legally bound, hereby agree as follows.

I. ASSETS

Sale, Purchase, and License-Back of the Trademarks

1.1 Effective as of the Effective Date, the Bank shall sell, and the Buyer shall purchase, all of Bank's right, title, and interest in and to the Trademarks at the price, and subject to the terms and conditions, set forth in this Agreement.

1.2 The Buyer's agreement, right, and obligation to purchase the Trademarks are not severable, that is, the Buyer must purchase both Trademarks, and does not have the right to purchase only one of the Trademarks.

1.3 Effective as of the Effective Date, the Buyer grants the Bank a 30-day limited license under the Trademarks (with right to sublicense) for the purpose of selling or otherwise disposing of any Audiobahn or Design Only inventory.

II. PURCHASE PRICE

2.1 The purchase price for both (not each of) the Trademarks shall be the sum of Forty Thousand Dollars and No Cents (\$40,000.00) (the "Trademark Purchase Price"), in cash (or cashier's check, made payable to "East West Bank"), payable as provided below, as set forth in this Agreement, without deduction or offset of any kind whatsoever.

DAVIDHSWDMIS9970649

1

002

EAST WEST BANK

05/04/2009 14:59 FAX 626 927 2098

TRADEMARK
REEL: 004019 FRAME: 0660

III. DISCLAIMER OF WARRANTIES

NONE OF AUDIOBAHN, THE GUARANTOR, OR THE BANK WARRANTS OR MAKES ANY REPRESENTATION REGARDING THE TRADEMARKS, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. THE BANK SELLS, CONVEYS, AND/OR ASSIGNS ALL RIGHTS TO THE TRADEMARKS "AS IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, AND WARRANTIES AS TO TITLE OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

IV. CONSENTS

4.1 Consents by Audiobahn. Audiobahn consents, and waives all objections, to the Bank's assignment of the Trademarks to the Buyer, and the Buyer's purchase of the Trademarks, on the terms and conditions set forth in this Agreement, and the Bank's performance under this Agreement.

4.2 Consents by the Guarantor. The Guarantor consents, and waives all objections, to the Bank's assignment of the Trademarks to the Buyer, and the Buyer's purchase of the Trademarks, per the terms and conditions set forth in this Agreement, and the Bank's performance under this Agreement.

4.3 Reservation, Retention, and Non-Release of Other Rights and Remedies. Notwithstanding the consents set forth in Sections 4.1 and 4.2, and the other provisions of this Agreement, Audiobahn, the Bank, and the Guarantor each hereby expressly reserve and retain, and do not waive or release, any other rights, claims, liens, security interests, or defenses that it or he may have against the other Parties or the other Parties' property. Without limiting the foregoing, the Bank reserves its lien on and security interest in all of the property of Audiobahn and its affiliates, including inventory subject to the Trademarks. Notwithstanding the foregoing, the Bank acknowledges that upon the Bank's and the Buyer's performance under this Agreement, the Bank shall have no ownership interest in, lien on, or security interest in the Trademarks, other than the limited license in Section 1.3 of this Agreement.

V. DELIVERABLES

5.1 Deliverables by the Buyer. On or before the Effective Date, the Buyer shall deliver to the Bank cash, or a cashier's check made payable to "East West Bank," in the amount of the Trademark Purchase Price (that is, \$40,000.00).

5.2 Deliverables by the Bank. On the Effective Date, and contingent on the Buyer delivering the deliverables identified in Section 5.1 of this Agreement, the Bank shall deliver to the buyer a duly executed deed of trademark sale substantially in the form attached to this Agreement as Exhibit 5.2.

- 2 -

DAVIDHSWDM/S0970649

000

EAST WEST BANK

06/04/2008 15:00 FAX 626 927 2098

TRADEMARK
REEL: 004019 FRAME: 0661

VI. REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations. Each Party hereby warrants and represents to the other Parties as follows:

6.1.1 Such Party has the full right, power, and authority to execute, deliver, and perform his or its obligations under this Agreement and its Exhibit.

6.1.2 Such Party's execution, delivery, and performance under this Agreement and its Exhibit will not conflict with or violate, or result in any breach or violation of, or constitutes a default under, any material agreement or contract of such Party or applicable law.

6.1.3 Such Party has not incurred any liability for any finders' or brokerage fees or commissions in connection with this Agreement, and such Party has employed or engaged the services of, and is not subject to any claim of, any broker, finder, consultant, or other intermediary in connection with the transactions contemplated by this Agreement for a fee or commission in connection with such transactions.

6.2 Representations by the Buyer.

6.2.1 The Buyer represents and warrants that it has had a chance to conduct an investigation with respect to the Trademarks and the Bank's ownership of the Trademarks, and hereby irrevocably accepts the Trademarks, as is.

6.2.2 The Buyer represents and warrants that the Trademark Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks or any other aspect of Audiobahn's business, and that the Buyer has not given, or agreed to give, consideration to Audiobahn, the Guarantor, or their respective affiliates or relatives. The Buyer further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Audiobahn, the Guarantor, or their respective affiliates or relatives.

6.2.3 The Buyer represents and warrants that Mr. Abo Abdo and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks.

6.3 Representations by Audiobahn.

6.3.1 Audiobahn represents and warrants that it is the only company of its affiliates that has or had an interest in the Audiobahn™ and Design Only™ trademarks, and that no other entity's or person's consent is needed for, and no other entity or person has a right to object to, the transactions that are the subject of this Agreement.

6.3.2 Audiobahn represents and warrants that the Trademark Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks or any other aspect of Audiobahn's business, and that the Buyer has not given, or agreed to give, any other consideration to Audiobahn, the Guarantor, or their respective affiliates or relatives.

- 3 -

DAVIDHSWDM\$9970649

004

EAST WEST BANK

05/04/2009 15:00 FAX 626 927 2088

TRADEMARK
REEL: 004019 FRAME: 0662

Audiobahn further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Audiobahn, the Guarantor, or their respective affiliates or relatives.

6.3.3 Audiobahn represents and warrants that Mr. Abo Abdo and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks.

6.4 Representations by the Guarantor.

6.4.1 The Guarantor represents and warrants that Audiobahn is the only company of its affiliates that has or had an interest in the Audiobahn™ and Design Only™ trademarks, and that no other entity's or person's consent is needed for, and no other entity or person has a right to object to, the transactions that are the subject of this Agreement.

6.4.2 The Guarantor represents and warrants that the Trademark Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks or any other aspect of Audiobahn's business, and that the Buyer has not given, or agreed to give, any other consideration to Audiobahn, the Guarantor, or their respective affiliates or relatives. The Guarantor further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Audiobahn, the Guarantor, or their respective affiliates or relatives.

6.4.3 The Buyer represents and warrants that Mr. Abo Abdo and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks.

6.5 Representations by the Bank. The Bank represents and warrants that it has not previously transferred any rights in the Trademarks that it acquired from Gerber Finance, and by the deed of trademark sale (Exhibit 5.2), shall, effective upon the Closing, transfer such rights to the Buyer.

6.6 Survival of Representations. All of the warranties and representations of the parties shall survive the closing of the transactions contemplated by this Agreement.

VII. INDEMNIFICATION

Each Party will protect, defend, indemnify, and hold harmless the other Parties from and against any and all accounts, actions, attorney's fees, expenses, and costs, causes of action, claims, costs, damages, debts, demands, encumbrances, expenses, expert witness fees and expenses, liabilities, liens, losses, judgments, obligations, and orders arising from any representation such Party made in this Agreement that is untrue in a material regard as of the Effective Date, and proximately causes damages to another Party.

VIII. GENERAL

8.1 Arbitration. Any claim or controversy arising among or between the Parties pertaining to this Agreement and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled exclusively by arbitration in Los Angeles, California, before a panel of three (3) arbitrators, in accordance with the then current rules of the Judicial Arbitration and Mediation Services ("JAMS"), and Cal. Code Civ. Proc. § 1280 *et seq.* The prevailing party(ies) shall be awarded his/its/their costs and reasonable attorneys' fees.

8.2 Further Assurances. The Parties shall, from time to time, promptly execute and deliver such further instruments, documents, and papers and perform such further acts as may be reasonably necessary to carry out and effect the terms of this Agreement.

8.3 Complete Agreement. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between or among the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

8.4 Exhibit. The Exhibit to this Agreement is integral part of this Agreement. If there is any conflict between any provision in this part of the Agreement and any provision in an Exhibit, the provision in the Agreement shall control.

8.5 Section Headings. Section headings are for reference purposes only, and shall not in any way affect the meaning or interpretation of any provision of the Agreement.

8.6 Modification. This Agreement can be modified or rescinded only by a writing duly executed by all Parties.

8.7 Waiver. No claim or right arising out of the breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of such claim or right unless the waiver or renunciation is in writing signed by the aggrieved Party.

8.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.9 Successors. This Agreement shall inure to the benefit of and be binding upon the Parties and, except as expressly provided in this Agreement, to their respective successors, assigns, heirs, executors, legal representatives, and administrators.

8.10 Duplicate Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and PDF copies of this Agreement shall be deemed to be originals for purposes of effectuating this Agreement.

- 5 -

DAVIDHSWDM69970649

800 7

EAST WEST BANK

05/04/2009 15:01 FAX 626 927 2088

TRADEMARK
REEL: 004019 FRAME: 0664

8.11 Choice of Law. This Agreement shall be construed under the laws of the State of California, applicable to contracts to be entered into and wholly performed in the State of California.

8.12 Notice. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to a Party at the above-stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service to such address.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have each caused to be affixed hereto his/its hand and seal as of the day and year first above written.

AUDIOBAHN, INC.

EAST WEST BANK

By: NASSER ABO ABDO
Name: NASSER ABO ABDO
Title: PRESIDENT

By: Teresa A. GRIFFIN-YOUNG
Name: Teresa A. GRIFFIN-YOUNG
Title: Senior Vice-President

NASSER ABO ABDO
NASSER ABO ABDO, an individual

Richard L. Andersen
RICHARD L. ANDERSEN, an individual


EXHIBIT 5.2

DEED OF TRADEMARK ASSIGNMENT

TO ALL IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, East West Bank, a California corporation, having its principal place of business at 135 North Los Robles Avenue, 7th Floor, Pasadena, California 91101, hereby sells, assigns, and transfers to Richard L. Andersen, having his principal place of business at 16603 Falda Avenue, Torrance, California 90504, his successors and assigns, all of East West Bank's right, title, and interest in and to the following trademark registrations: as is, without any representations or warranties of any kind whatsoever, including, without limitation, any representations or warranties as to their validity:

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUDIOBAHN	2,099,894	September 12, 1997
DESIGN ONLY	2,962,880	May 30, 1993

East West Bank

By: 
Name: Teresa A. Gregory-Young
Title: SENIOR VICE PRESIDENT

DAVIDHSWDMS9970843

800 2

EAST WEST BANK

06/04/2009 15:02 FAX 626 927 2088