

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Great American Life Insurance Company		08/02/2011	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Aerielle IP Holdings, LLC
<b>Street Address:</b>	301 East Fourth Street, 16th Floor
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	78316680	AERIELLE
Serial Number:	77825324	AERIELLE
Serial Number:	78329160	AUDIO BUG
Serial Number:	78360062	AUDIO. NO STRINGS ATTACHED
Serial Number:	78316659	AUDIOBUG
Serial Number:	78762415	AUDIOWEAR
Serial Number:	78402044	AUTOBUG
Serial Number:	78360077	CHANGING THE WAY YOU LISTEN TO AUDIO
Serial Number:	78902710	CHOOSE.RECORD.LISTEN
Serial Number:	78443340	CHOOSE.RECORD.LISTEN.
Serial Number:	77437230	CONNECT. STREAM. LISTEN
Serial Number:	77352152	DIGITAL MUSIC BROADCASTER
Serial Number:	77107639	HERE TODAY. HEAR TOMORROW.
Serial Number:	78952330	I2I

**TRADEMARK**

**900202411**

**REEL: 004625 FRAME: 0431**

**OP \$715.00 78316680**

Serial Number:	77657754	I2I
Serial Number:	77274270	I2I
Serial Number:	77131968	I2I STREAM
Serial Number:	77451281	I2I STREAM
Serial Number:	77320412	I2I STREAM
Serial Number:	77132139	I2IGEAR
Serial Number:	77310910	LISTEN TOGETHER WIRELESSLY
Serial Number:	77825322	MAKING AUDIO WIRELESS
Serial Number:	78329172	
Serial Number:	78608242	SIMPLY BETTER SOUND
Serial Number:	78593239	SURF2WIN
Serial Number:	78316714	TIMELESS RADIO
Serial Number:	78571057	WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS
Serial Number:	77305603	WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS

**CORRESPONDENCE DATA**

Fax Number: (513)579-6457  
Phone: 5135621401  
Email: mhurst@kmklaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: J. Michael Hurst  
Address Line 1: One East Fourth Street, Suite 1400  
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	AM5800-PG0005
NAME OF SUBMITTER:	J. Michael Hurst
Signature:	/j. michael hurst/
Date:	09/19/2011

**Total Attachments: 19**

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## ASSIGNMENT AND TRANSFER STATEMENT AS TO INTELLECTUAL PROPERTY

This Assignment and Transfer Statement ("Assignment") is made and effective as of the 2nd day of August, 2011, by and between Great American Life Insurance Company, an Ohio corporation ("Secured Party"), and Aerielle IP Holdings, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Aerielle Technologies, Inc., a California corporation ("Debtor") granted to Secured Party a security interest in all of Debtor's right, title, and interest in and to Assigned Intellectual Property, as defined below to secure certain obligations described in a Security Agreement dated December 31, 2010 ("Security Agreement");

WHEREAS, a default exists under the Security Agreement and the Secured Party has exercised its post-default remedies with respect to certain collateral supporting such obligations, including without limitation, the Assigned Intellectual Property;

WHEREAS, Secured Party is entitled under Sections 9-610 through 9-619 and 9-623 through 9-628 of the Uniform Commercial Code, as enacted in the State of Ohio and the State of California (the "Code"), the Security Agreement and other applicable law, to sell the Assigned Intellectual Property free and clear of Debtor's interest and all liens or security interests subordinate to Secured Party; and

WHEREAS, after due notice Secured Party conducted a public auction sale of the Assigned Intellectual Property on August 2, 2011 pursuant to Section 9-610 of the Uniform Commercial Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Secured Party hereby sells, conveys, assigns, and transfers to Assignee, pursuant to Section 9-610 of the Uniform Commercial Code all of the following intellectual property (the "Assigned Intellectual Property"):

(a) all of Debtor's present and future copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations, and copyright applications listed on Schedule A attached hereto and made a part of this Assignment, and (i) all renewals and extensions thereof, (ii) all income, royalties, damages and other rights to payment now or in the future due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) all right, title and interest in any and all present and future license agreements with respect thereto, including, without limitation, the rights to income or royalties from such licenses, (iv) the right to sue and recover for past, present, and future infringements thereof, (v) all other rights accruing under or pertaining thereto throughout the world, and (vi) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Copyrights");

(b) all of Debtor's patents and patent applications, domestic or foreign, and the inventions and improvements claimed therein, including, without limitation, the

patents and patent applications listed in Schedule B attached hereto and made a part of this Assignment, and (i) the reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) all income, royalties, damages and payments now or in the future due and/or payable in connection therewith, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights to sue and recover for past, present or future infringements thereof, (iv) all right, title and interest in any and all present and future license agreements with respect thereto between Debtor and any other party, regardless of whether Debtor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of Debtor of any kind or nature, arising from or associated therewith not otherwise described above, and (vii) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Patents");

(c) all of Debtor's federal, state (including common law) and foreign trademarks, service marks and trade names, and all applications for registration of such trademarks, service marks and trade names, including, without limitation, the trademark, service mark and trade names, and the applications and registrations listed in Schedule C attached hereto and made a part of this Assignment, and (i) renewals or extensions thereof, (ii) all income, royalties, damages and payments now due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue and recover for past, present and future infringements thereof, (iv) all right, title and interest in any and all present and future license agreements with respect thereto between Debtor and any other party, regardless of whether Debtor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of Debtor of any kind or nature, arising from or associated therewith and not otherwise mentioned above, (vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor symbolized by and connected therewith, and (viii) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Trademarks");

(d) all of Debtor's trade secrets, formulas, processes, devices, know-how or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), which are not available to others and which are maintained as confidential by Debtor, including, without limitation, those listed in Schedule D attached hereto and made a part of this Assignment, and (i) the right to prevent misappropriation and unauthorized disclosures thereof, (ii) the right to sue and recover for such past, present and future misappropriations or unauthorized disclosures, and (iii) all right, title and interest in any and all present and future license agreements with respect thereto between Debtor and any other party, regardless of whether Debtor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iv) all other rights and interests corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Trade Secrets"); and

(e) all of Debtor's rights, title and interest in any domain name or any application or registration of any domain name including, without limitation, the Domain Names listed in Schedule E attached hereto and made a part of this Assignment, and (i) the right to sue for any past, present or future violation of the rights associated therewith, (ii) all right, title and interest in any and all present and future license agreements with respect thereto between Debtor and any other party, regardless of whether Debtor is a licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iii) all other rights and interests corresponding thereto throughout the world, and (iv) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Domain Names").

2. Effect of Assignment. By virtue of Secured Party's exercise of its rights under the Uniform Commercial Code, this assignment is free and clear of any interest of the Debtor in the Assigned Intellectual Property and any lien or security interest subordinate to the security interest of Secured Party, to the fullest extent permitted by Section 9-617 of the Uniform Commercial Code, and this Assignment shall serve as a Transfer Statement under Section 9-619 of the Uniform Commercial Code.

3. Names and Addresses of Parties.

(a) The name and mailing address of Secured Party is:

Great American Life Insurance Company  
301 East Fourth Street, 16<sup>th</sup> Floor  
Cincinnati, Ohio 45202

(b) The name and mailing address of the assignee is:

Aerielle IP Holdings, LLC  
301 East Fourth Street, 16<sup>th</sup> Floor  
Cincinnati, Ohio 45202

(c) The name and mailing address of the Debtor is:

Aerielle Technologies Inc.  
47800 Westinghouse Drive  
Fremont, CA 94539

4. Further Assurances. At any time and from time to time after the Closing, at Assignee's request and expense but without further consideration, Secured Party shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery, and take such other action as Assignee may reasonably request, in order to more effectively convey, assign, transfer and deliver to Assignee, and to confirm Assignee's title to, all of the Assigned Intellectual Property.

5. Binding Effect. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by Secured Party, the Assignee, and their respective successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio.

7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Signature page follows. Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property, through their duly appointed officers, as of the date first written above.

**GREAT AMERICAN LIFE INSURANCE COMPANY**

By: [Signature]  
Name: MARK F. MUEHLING  
Title: Executive Vice President

STATE OF OHIO )  
 )  
COUNTY OF HAMILTON )

On this 13th day of September, 2011, there appeared before me Mark F. Muehling, who acknowledged that he/~~she~~ signed the foregoing Assignment of Intellectual Property as his/her voluntary act and deed on behalf and with full authority of Great American Life Insurance Company, an Ohio corporation.

[Signature]  
Notary Public  
My Commission Expires: 7-19-2015



**Yvonne M. Amrine**  
Notary Public, State of Ohio  
My Commission Expires 07-19-2011

**AERIELLE IP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of September, 2011, there appeared before me \_\_\_\_\_, who acknowledged that he/she signed the foregoing Assignment of Intellectual Property as his/her voluntary act and deed on behalf and with full authority of Aerielle IP Holdings, LLC, an Ohio limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property, through their duly appointed officers, as of the date first written above.

**GREAT AMERICAN LIFE INSURANCE COMPANY**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of September, 2011, there appeared before me \_\_\_\_\_, who acknowledged that he/she signed the foregoing Assignment of Intellectual Property as his/her voluntary act and deed on behalf and with full authority of Great American Life Insurance Company, an Ohio corporation.

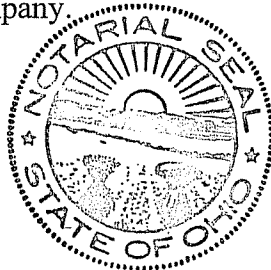
\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

**AERIELLE IP HOLDINGS, LLC**

By: *JDS*  
 Name: JOSEPH D. STELLER  
 Title: PRESIDENT

STATE OF Ohio )  
 )  
 COUNTY OF Hamilton )

On this 9th day of September, 2011, there appeared before me Joseph D. Steller, who acknowledged that he/she signed the foregoing Assignment of Intellectual Property as his/her voluntary act and deed on behalf and with full authority of Aerielle IP Holdings, LLC, an Ohio limited liability company.



*J. A. Meyer*  
 Notary Public  
 My Commission Expires: \_\_\_\_\_  
**JENNIFER A. MEYER**  
 Notary Public, State of Ohio  
 My Commission Expires Nov 8 2011

**SCHEDULE A**

**COPYRIGHTS**

<b>Title</b>	<b>Reg. Number/Date</b>	<b>Country</b>	<b>Owner</b>
Bit Pattern for Encryption Artwork	TXu001601886 11/29/07	United States	ATI

**SCHEDULE B**

**PATENTS**

<b>Title</b>	<b>Country</b>	<b>Ser No. Reg/Pat No</b>	<b>Filing Date Issue Date</b>	<b>Status</b>
Circuit and Method for Providing an Auto-Off and/or Auto-On Capability for an Audio Device	CANADA	2,512,832 -	1/9/2004 -	pending
Circuit and Method for Providing an Auto-Off Capability for a Wireless Transmitter	CANADA	2,455,015 2,455,015	1/9/2004 12/2/2008	issued
Audio and Image Digital File Streaming and/or File Transfer Device	CHINA	ZL2008300091114 ZL200830009111.4	3/14/2008 5/26/2010	granted
Audio and Image Digital File Streaming and/or File Transfer Device	CHINA	2.0083E+11 ZL200830122284.7	4/24/2008 10/21/2009	granted
Circuit and Method for Providing an Auto-Off and/or Auto-On Capability for an Audio Device	CHINA	2004-80002061.6 ZL200480002061.6	1/9/2004 4/1/2009	granted
M&A for Using a Color Indicator to Display Frequency or Channel Selection	EUROPE	8746141.4 -		pending-in surcharge
Audio and Image Digital File Streaming and/or File Transfer Device	EUROPE	000897020-0001 000897020-0001	3/13/2008 4/14/2008	issued
Audio and Image Digital File Streaming and/or File Transfer Device	EUROPE	000967880-0001 000967880-0001	7/4/2008 7/28/2008	issued
Circuit and Method for Providing an Auto-Off and/or Auto-On Capability for an Audio Device	EUROPE	4701212.5 1588347	1/9/2004 4/8/2009	granted
Headphone Receiver Apparatus for Use with Low Power Transmitters	EUROPE	5705468.6 -		pending
Method and Apparatus for Using a Color Indicator to Display Frequency or **	HONG KONG	10106486.6 -	7/5/2010 -	pending
Circuit and Method for Providing an Auto-Off and/or Auto-On Capability for an Audio Device	HONG KONG	6106572.7 HK1086674	7/11/2005 9/4/2009	registered
Audio and Image Digital File Streaming and/or File Transfer Device	JAPAN	2008-14990 1358520	6/12/2008 4/3/2009	registered
Circuit and Method for Providing an Auto-Off and/or Auto-On Capability for an Audio Device	JAPAN	2006-500861 4679503	1/9/2006 2/10/2011	approved for grant



Title	Country	Ser No. Reg/Pat.No	Filing Date Issue Date	Status
Miniature RF Transmitter	JAPAN	2004-039033 1271112	3/31/2006	issued
Audio and Image Digital File Streaming and/or File Transfer Device	KOREA	30-2008-0014278 520350	4/3/2008 2/10/2009	issued
Audio and Image Digital File Streaming and/or File Transfer Device	KOREA	2008-0009706 517691	3/6/2008 1/13/2009	issued
Sports Pack for Miniature RF Transmitter	US	29/220,771 D516,304	3/7/2006	issued
Visor Pack for Miniature RF Transmitter	US	29/220,777 D515,017	2/14/2006	issued
Small, Battery Operated RF Transmitter for Portable Audio Headphones with Receiver	US	08/630,502 5,771,441	6/23/1998	issued
Small, Battery Operated RF Transmitter for Portable Audio Headphones with Receiver	US	6,671,494	12/30/2003	issued
Portable, Wireless Transmitter	US	29/154,899 D478,057	1/30/2002 8/5/2003	issued
Headset Receiver	US	29/220,770 D524,795	1/5/2005 7/11/2006	issued
Miniature RF Transmitter	US	29/220,776 D516,533	1/5/2005 3/7/2006	issued
Miniature Radio Frequency Transmitter	US	29/194,380 D504,407	11/20/2003 4/26/2005	issued
Internet Based Digital Content Recording System and Method	US	12/096,744 -	6/9/2008 -	pending
Hybrid Digital/Digital Analog FM Multiplexer/Transmitter	US	12/095,903 -	6/2/2008 -	pending
AM/FM/SW Receiver Coupled with FM Transmitter for Personal Multimedia Players for Listening and Recording	US	12/162,888 -	7/31/2008 -	pending
System and Method for Wireless Transfer of Content and/or Data Between Multimedia Devices	US	11/721,319 -	6/8/2007 -	pending
Digital Audio Recording Device	US	29/246,866 D557,678	5/17/2006 12/18/2007	issued
Digital Audio Recording Device	US	29/246,868 D557,694	5/17/2006 12/18/2007	issued
Digital Audio Recording Device	US	29/246,870 D557,679	5/17/2006 12/18/2007	issued
Antenna Implementations in Interconnecting Cables	US	12/301,048 -	11/17/2008 -	pending

Title	Country	Ser No. Reg/Pat No	Filing Date Issue Date	Status
Amplitude Equalizer for FM Transmitters	US	12/374,441 -	9/17/2009 -	pending
Method to Manage Protected File Transfers Between Portable Media Devices	US	12/377,781 -	12/10/2010 -	pending
Automatic Preset Tuning Using RDS Protocols	US	11/993,366 -	12/20/2007 -	pending
M&A for Using a Color Indicator to Display Frequency or Channel Selection	US	12/596,227 -	3/25/2010 -	pending
Audio/Visual/Data File Transfer Device	US	29/284,751 D572,269	9/14/2007 7/1/2008	issued
Audio and Image Digital File Streaming and Transfer Device	US	29/303,031 D578,546	1/30/2008 10/14/2008	issued
Circuit and Method for Providing an Auto-Off Capability for a Wireless Transmitter	US	11/680,936 7,627,353	3/1/2007 12/1/2009	issued
Circuit and Method for Providing an Auto-Off Capability for a Wireless Transmitter	US	10/754,148 7,120,403	1/9/2004 10/10/2006	issued
Audio and Image Digital File Streaming and Transfer Device	US	29/306,465 D589,531	4/9/2008 3/31/2009	issued
Audio and Image Digital File Streaming and Transfer Device	US	29/306,466 D588,155	4/9/2008 3/10/2009	issued
Circuit and Method for Controlling RGB LED Color Balance Using a Variable Boosted Supply Voltage	US	12/814,416 -	6/11/2010 -	pending
Audio Earphone Device	US	29/321,823 D595,690	7/24/2008 7/7/2009	issued
Method and Apparatus for Sensing a Signal Absence of Audio and Automatically Entering Low Power Mode	US	12/348,854 -	1/5/2009 -	pending
Circuit & Method for Providing an Auto-Off and/or Auto-On Capability for an Audio Device	US	10/540,070 7,474,757	6/22/2005 1/6/2009	issued
Headphone Receiver Apparatus for Use with Low Power Transmitters	US	11/033,230 7,532,718	1/10/2005 5/12/2009	issued
Mini RF Transmitter Design II	US	29/208,084 D504,408	6/22/2004 4/26/2005	issued
Mini RF Transmitter Design III	US	29/208,048 D506,455	6/21/2005	issued
Mini RF Transmitter Design IV	US	29/208,049 D505,935	6/7/2005	issued

Title	Country	Ser No. Reg/Pat No	Filing Date Issue Date	Status
Low-Current Radio-Frequency Transceiver for Use in Short-Range Duplex Communications Applications	US	11/465,105 -	8/16/2006 -	pending


SCHEDULE C


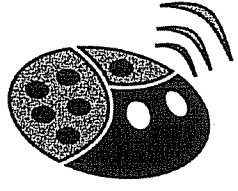
TRADEMARKS

Mark	Goods/Services	Country/Status/Key Dates
AERIELLE	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, [ radio frequency electronic transceivers, ] power supplies for both transmitters [ and transceivers ] , printed circuit board assemblies, [ , application-specific integrated circuits; and mp3 players, compact disc players, mini-disc players, and cassette tape players ] * , for radio frequency electronic transmitters *	United States Registered 8 & 15 SN:78-316680 RN:2,889,344 Registered: September 28, 2004
AERIELLE and Design 	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, and portable ear phones, all of the foregoing for use with programmable audio products, namely, portable radios, portable cd players, portable mini-disk players, and portable cassette tape players; protective carrying cases for radio frequency electronic transmitters and radio frequency electronic transceivers	United States Registered SN:77-825324 RN:3,777,986 Registered: April 20, 2010
AUDIO BUG and Design  Disclaimer: AUDIO	(Int'l Class: 9) Miniature wireless radio frequency transmitters and power supplies therefor, for use with analog and digital audio devices, namely, cd players, cassette tape players, mini-disk players, mp3 players, and mpeg4 audio players	United States Registered SN:78-329160 RN:3,246,097 Registered: May 29, 2007
AUDIO. NO STRINGS ATTACHED	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, printed circuit board assemblies, application-specific integrated circuits [ ; and ] * and portable head phones, all of the foregoing for use with * consumer-programmable audio products, namely, [ portable head phones, ] portable radios, portable cd players, portable mini-disk players, and portable cassette tape players	United States Registered SN:78-360062 RN:2,933,027 Registered: March 15, 2005
AUDIOBUG	(Int'l Class: 9) Miniature wireless radio frequency transmitter for use with analog and digital audio devices, namely, cd players, cassette tape players, mini-disk players, mp3 players, and mpeg4 audio players; and power supplies, application-specific integrated circuits, and printed circuit board assemblies for miniature wireless radio frequency	United States Registered SN:78-316659 RN:3,044,408 Registered: January 17, 2006

Mark	Goods/Services	Country/Status/Key Dates
	transmitters for use with analog and digital audio, and not for use with transmitters for wireless connection to musical instruments or electronic devices for real-time electronic communication with one or more musical instruments	
AUDIOWEAR	(Int'l Class: 9) Specially configured carrying cases for portable electronic devices in the nature of automobile visor pouches and sports packs	United States Registered  SN:78-762415 RN:3,165,139 Registered: October 31, 2006
AUTOBUG	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, printed circuit board assemblies, application-specific integrated circuits; and mp3 players, [compact disc players, mini-disk players, and cassette tape players] not for use with musical instruments, and not for use with transmitters for wireless connection to musical instruments or electronic devices for real-time electronic communication with one or more musical instruments	United States Registered  SN:78-402044 RN:3,177,808 Registered: November 28, 2006
CHANGING THE WAY YOU LISTEN TO AUDIO	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, printed circuit boards, application-specific integrated circuits[ ; and ] * and portable head phones, all of the foregoing for use with * consumer programmable audio products, namely, [ portable head phones, ] portable radios, portable cd players, portable mini-disk players, and portable cassette tape players	United States Registered  SN:78-360077 RN:3,006,582 Registered: October 11, 2005
CHOOSE.RECORD.LISTEN	(Int'l Class: 9) Web-enabled digital audio storage device that finds, records, stores, and catalogs digital audio content based on user selections of such content through an internet-based system that searches for the selected content and matches the chosen content with a radio electronic programming guide to identify a match at a particular time, at which time the digital audio storage device programs itself to record the chosen content at the specified time, record the content at the chosen time, make a file record of the recording, and permit user lookup and access at a later time.	United States Registered Supplemental Register  SN:78-902710 RN:3,278,216 Registered: August 7, 2007
CHOOSE.RECORD.LISTEN.	(Int'l Class: 41) Radio programming services	United States



Mark	Goods/Services	Country/Status/Key Dates
	provided by a "smart" radio device that manages, stores, records and intelligently finds radio content based on user selection real-time or pre-selection choices	Registered SN:78-443340 RN:3,136,715 Registered: August 29, 2006
CONNECT. STREAM. LISTEN  Disclaimer: "STREAM"	(Int'l Class: 9) Electronic digital media transmitter and receiver device for transferring analog or digital content from an mp3 or mp4 player or any portable or non-portable media device to another electronic digital media transmitter and receiver device	United States Allowed - Intent to Use 5th Extension of Time Granted June 23, 2011  SN:77-437230 Filed: April 1, 2008
DIGITAL MUSIC BROADCASTER  Disclaimer: "DIGITAL MUSIC"	(Int'l Class: 9) A portable consumer electronic device for transferring and streaming data and content between multi-media players	United States Registered  SN:77-352152 RN:3,532,220 Registered: November 11, 2008
HERE TODAY. HEAR TOMORROW.	(Int'l Class: 41) Radio broadcast recording services provided through a smart radio device that manages, stores, records and intelligently finds radio content based on user selection real-time or pre-selection choices	United States Registered  SN:77-107639 RN:3,306,336 Registered: October 9, 2007
I2I	(Int'l Class: 9) Electronic digital media wired or wireless transmitter for transferring digital content from one mp3 player to another	United States Registered  SN:78-952330 RN:3,407,292 Registered: April 1, 2008
I2I	(Int'l Class: 9) Earbuds and headphones for use with wired and wireless electronic digital media transmitters which transfer digital content from one mp3 player to another	United States Registered  SN:77-657754 RN:3,663,461 Registered: August 4, 2009
I2I and Design 	(Int'l Class: 9) A portable consumer electronic device for transferring and streaming data and content between multi-media players	United States Registered  SN:77-274270 RN:3,573,481 Registered: February 10, 2009
I2I STREAM  Disclaimer: "STREAM"	(Int'l Class: 9) A portable consumer electronic device for transferring and/or streaming data and/or content between multi-media players	United States Registered  SN:77-131968 RN:3,496,564

Mark	Goods/Services	Country/Status/Key Dates
		Registered: September 2, 2008
I2I STREAM Disclaimer: "STREAM"	(Int'l Class: 9) Electronic digital media transmitter and receiver device for transferring analog or digital content from any portable or non-portable media device to another electronic digital media transmitter and receiver device	United States Registered SN:77-451281 RN:3,534,031 Registered: November 18, 2008
I2I STREAM and Design  Disclaimer: "STREAM"	(Int'l Class: 9) Portable consumer electronic device for transferring and streaming data and content between multi-media players	United States Registered SN:77-320412 RN:3,525,434 Registered: October 28, 2008
I2IGEAR	(Int'l Class: 35) Online retail stores featuring portable consumer electronic devices used for transferring and/or streaming data and/or content between multi-media players	United States Registered SN:77-132139 RN:3,415,332 Registered: April 22, 2008
LISTEN TOGETHER WIRELESSLY Disclaimer: "WIRELESSLY"	(Int'l Class: 9) A portable consumer electronic device for transferring and streaming data and content between multi-media players	United States Registered SN:77-310910 RN:3,592,342 Registered: March 17, 2009
MAKING AUDIO WIRELESS	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, and portable ear phones, all of the foregoing for use with programmable audio products, namely, portable radios, portable cd players, portable mini-disk players, and portable cassette tape players	United States Registered SN:77-825322 RN:3,777,985 Registered: April 20, 2010
MISCELLANEOUS DESIGN 	(Int'l Class: 9) Miniature wireless radio frequency transmitters for use with analog and digital audio devices, namely, cd players, cassette tape players, mini-disk players, mp3 players, and mpeg4 audio players; and power supplies, application-specific integrated circuits, and printed circuit board assemblies for miniature wireless radio frequency transmitters for use with analog and digital audio, and not for use with transmitters for wireless	United States Registered SN:78-329172 RN:3,062,131 Registered: February 28, 2006

Mark	Goods/Services	Country/Status/Key Dates
	connection to musical instruments or electronic devices for real-time electronic communication with one or more musical instruments	
SIMPLY BETTER SOUND  Disclaimer: "BETTER SOUND"	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, printed circuit boards, application-specific integrated circuits [ ; and ] * and portable head phones, all of the foregoing for use with* consumer programmable audio products, namely, [ portable head phones, ] portable radios, portable cd players, portable mini-disc players, and portable cassette tape players	United States Registered  SN:78-608242 RN:3,152,193 Registered: October 3, 2006
SURF2WIN	(Int'l Class: 35) On-line contest and sweepstakes award program to promote the products of others	United States Registered  SN:78-593239 RN:3,114,005 Registered: July 11, 2006
TIMELESS RADIO  Disclaimer: "RADIO"	(Int'l Class: 41) Radio broadcast recording services provided through a smart radio device that manages, stores, records and intelligently finds radio content based on user selection real-time or pre-selection choices	United States Registered  SN:78-316714 RN:3,181,511 Registered: December 5, 2006
WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS	(Int'l Class: 9) Electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, printed circuit board assemblies, application-specific integrated circuits; mp3 players, compact disc players, mini-disc players, and cassette tape players	United States Registered  SN:78-571057 RN:3,419,904 Registered: April 29, 2008
WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS  Disclaimer: "SERVICING YOUR AUDIO NEEDS"	(Int'l Class: 35) Retail store services featuring electronic devices, namely, radio frequency electronic transmitters, radio frequency electronic transceivers, power supplies for both transmitters and transceivers, printed circuit board assemblies, application-specific integrated circuits for use with mp3 players, compact disc players, mini-disc players, and cassette tape players	United States Registered  SN:77-305603 RN:3,498,190 Registered: September 9, 2008
AERIELLE	n/a	Japan Registered  SN: 2007-55985 RN: 5119742 Registered: March 21, 2008
I2I	n/a	Japan

Mark	Goods/Services	Country/Status/Key Dates
		Registered SN: 2008-91435 RN: 5343050 Registered: August 6, 2010
AERIELLE	(Class: 9) Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments, apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; electronic devices, namely, radio frequency electronic transmitters, power supplies for transmitters and printed circuit board assemblies for radio frequency electronic transmitters; portable consumer devices for transferring and/or streaming data and/or content between multi-media players; parts and fittings for the aforesaid goods. (Class: 38) Telecommunications; broadcasting services, radio broadcasting services; rental of equipment for radio broadcasting; information and advisory services relating to the aforesaid. (Class: 41) Radio broadcasting recording services provided through a smart radio device that manages, stores, records and intelligently finds radio content based on user selection real-time or pre-selection choices; information and advisory services relating to the aforesaid.	European Community Registered SN: 6472518 RN: 6472518 Registered: October 7, 2009

**SCHEDULE D**

**TRADE SECRETS**

All the Trade Secrets of Secured Party.

SCHEDULE E  
DOMAIN NAMES

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