

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Magicbox | | 09/02/2011 | CORPORATION: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | ClearOne Communications | | |
| Street Address: | 5225 Wiley Post Way, Suite 500 | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84116 | | |
| Entity Type: | CORPORATION: UTAH | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2003887 | MAGIC BOX | |
| Registration Number: | 2678847 | AAVELIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (801)536-6111 | | |
| Phone: | 801.532.1234 | | |
| Email: | ecf@parsonsbehle.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Margaret Niver McGann | | |
| Address Line 1: | 201 South Main Street | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| ATTORNEY DOCKET NUMBER: | 12077.011 | | |
| NAME OF SUBMITTER: | Margaret Niver McGann | | |
| Signature: | /Margaret Niver McGann/ | | |

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Date:

09/27/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 2, 2011, is made by MAGICBOX, INC. ("Assignor"), an Oregon corporation, located at 1600 SW Western, Suite #130, Corvallis, Oregon 97330, in favor of ClearOne Communications, Inc., a Utah corporation, located at 5225 Wiley Post Way, Suite 500, Salt Lake City, Utah 84116, in connection with the transfer of certain assets of Assignor to Assignee pursuant to an Asset Purchase Agreement, dated as of September 2, 2011 (the "Principal Agreement").

Whereas, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("USPTO").

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, including the amounts described in the Principal Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications accompanies, pursuant to the Principal Agreement, the transfer of Assignor's business, or portion of the business to which such trademarks pertain, and that business is ongoing and existing, or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party ("Licenses");

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

5. Disclaimers. [The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.]

6. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

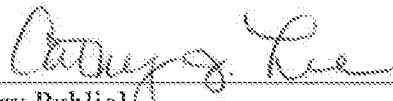
IN WITNESS WHEREOF, Assignor [and Assignee] [has/have] duly executed and delivered this Trademark Assignment as of the date first above written.

MagicBox, Inc.

By 
Name: Tom Seawry
Title: President
Address for Notices:

3529 SE Shoreline
Corvallis, OR 97333

[SWORN TO BEFORE ME THIS SEPTEMBER 2, 2011


Notary Public]

