

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velodyne Acoustics, Inc.		11/14/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SMS Audio, LLC		
Street Address:	c/o G. Collins & Company, 1410 Broadway		
Internal Address:	Suite 1506		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3409618	SMS	
Registration Number:	3461705	SMS-1	
CORRESPONDENCE DATA			
Fax Number:	(206)464-0125		
Phone:	(206) 464-3939		
Email:	sstaff@gsblaw.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:	Sarah Staff		
Address Line 1:	1191 Second Avenue		
Address Line 2:	Suite 1800		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Sarah Staff		
Signature:	/SAS/		
Date:	11/23/2011		
Total Attachments: 1 source=SMS and SMS-1 Assignment#page1.tif			

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ASSIGNMENT

WHEREAS, Velodyne Acoustics, Inc., a California corporation with an address at 345 Digital Drive, Morgan Hill, California 95037 ("Assignor"), owns all right, title and interest in the following trademarks and United States trademark registrations (together, the "Trademarks"), including, but not limited to, all common law rights, trade name rights and the right to sue and recover the past infringement thereof:

SMS Reg. No. 3409618
SMS-1 Reg. No. 3461705; and

WHEREAS, SMS Audio, LLC, a Delaware limited liability company with an address c/o G. Collins & Company, LLC, 1410 Broadway, Suite 1506, New York, New York 10018 ("Assignee"), desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, all existing registrations and registrations that may be granted in the United States or any other jurisdiction for the Trademarks and all causes of action for the past infringement thereof.

Assignor warrants that: (a) it is the sole owner of all right, title and interest in and to the Trademarks and has not licensed or assigned any rights therein to any third party; (b) it has full power and authority to make the present assignment; and (c) it is not aware of any claim that any Trademark infringes any third party trademark or other proprietary rights. Upon reasonable request by Assignee, Assignor agrees to execute any documents and undertake any acts necessary to further effectuate Assignor's rights in the Trademarks without additional consideration.

This Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment is executed by the authorized representative of Assignor at Morgan Hill, California as of November 14, 2011.

VELODYNE ACOUSTICS, INC.

By: _____

Its: _____

Print Name: _____