

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
Astro Gaming, Inc.		04/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AG Acquisition Corporation		
Street Address:	348 Sixth Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3558302	A	
Serial Number:	77908302	ASTRO GAMING	
CORRESPONDENCE DATA			
Fax Number:	(713)751-3290		
Phone:	713-751-3200		
Email:	jvillegas@kslaw.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:	King & Spalding LLP		
Address Line 1:	1100 Louisiana Street		
Address Line 2:	Suite 4000		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	17684.104001		
NAME OF SUBMITTER:	Bryan Adams		
Signature:	/Bryan Adams/		

OP \$65.00 3558302

TRADEMARK

Date:

01/09/2012

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Astro Gaming, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: AG Acquisition Corporation

Internal

Address: _____

Street Address: 348 Sixth Street

City: San Francisco

State: California

Country: US Zip: 94103

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

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

Execution Date(s) April 22, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)

77908302

B. Trademark Registration No.(s)

3558302

Additional sheet(s) attached? Yes No

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

Trademark Application No. 77908302 for ASTRO GAMING filed January 8, 2010
Trademark Registration No. 3558302 for "A" Design filed May 24, 2007

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

Name: King & Spalding LLP

Internal Address: Suite 4000

Street Address: 1100 Louisiana Street, IP Department

City: Houston

State: Texas Zip: 77002

Phone Number: 713-751-3200

Fax Number: 713-751-3290

Email Address: jvillegas@kslaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/Bryan Adams/
Signature

January 9, 2012

Bryan Adams

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is entered into as of April 22, 2011, by and among Skullcandy, Inc., a Delaware corporation, ("Parent") and AG Acquisition Corporation, a Delaware corporation ("Purchaser"), and Astro Gaming, Inc., a Delaware corporation ("Seller").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated April 21, 2011, by and among Parent, Purchaser and Seller (the "Purchase Agreement"), Seller has agreed to assign to Purchaser, and Purchaser has agreed to assume, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement, the Intellectual Property included in the Assets identified in the attached Schedule A (the "IP Assets");

WHEREAS, the execution and delivery of this IP Assignment is required by Sections 6.3(a)(iii) and 6.3(b)(i) of the Purchase Agreement; and

WHEREAS, contemporaneously herewith, Parent, Purchaser and Seller are entering into a Bill of Sale (the "Bill of Sale") and Assignment and Assumption Agreement, each of even date herewith.

NOW, THEREFORE, for good and valuable consideration paid or payable to Seller by Purchaser pursuant to the Purchase Agreement and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this IP Assignment hereby agree as follows:

1. Definitions. Each capitalized term used but not defined in this IP Assignment shall have the meaning ascribed to it in the Purchase Agreement.
2. IP Assignment and Assumption. Seller does hereby, effective as of the date hereof, sell, convey, transfer, assign, convey and deliver to Purchaser all right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world in and to the IP Assets.
3. Governance. Notwithstanding any other provision of this IP Assignment to the contrary, nothing contained in this IP Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this IP Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This IP Assignment is intended only to evidence the assignment and assumption from Seller to Parent and Purchaser of the Intellectual Property as of the Closing pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of a conflict or an inconsistency between this IP Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

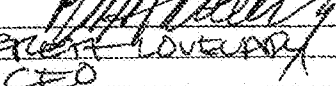
4. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this IP Assignment to produce or account for more than one counterpart hereof. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes.
5. Successors and Assigns. This IP Assignment shall bind and inure to the benefit of the respective parties and their successors and assigns.
6. Entire Understanding; Amendments. This IP Assignment, the Purchase Agreement and the Ancillary Agreements, together with the exhibits and schedules thereto, states the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements with respect to the subject matter hereof. This IP Assignment shall not be amended or modified except in a written document signed by all parties.
7. Governing Law. This IP Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the internal laws of the State of California applicable to Contracts executed, delivered and fully performed within the State of California, except with respect to matters of law concerning the internal affairs of any entity (corporate or partnership) which is a party to or the subject of this IP Assignment, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern.
8. Section Headings; References. Section headings in this IP Assignment are for convenience of reference only, and shall neither constitute a part of this IP Assignment nor affect its interpretation. All words in this IP Assignment shall be construed to be of such number and gender as the context requires or permits.
9. Severability. If any provision of this IP Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto, and the parties agree that this IP Assignment shall be reformed to replace such unenforceable provisions with a valid and enforceable provision that comes as close as possible to expressing the intent of the unenforceable provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment and Assumption Agreement on the date first written above.

SELLER:

ASTRO GAMING, INC.
a Delaware corporation

By: 
Name: BRETT LOVEJOY
Title: CEO

PURCHASER:

AG ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

PARENT:

SKULLCANDY, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment and Assumption Agreement on the date first written above.

SELLER:

ASTRO GAMING, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

PURCHASER:

AG ACQUISITION CORPORATION,
a Delaware corporation

By: Mitchell Edwards

Name: Mitchell Edwards

Title: _____

PARENT:

SKULLCANDY, INC.,
a Delaware corporation

By: Mitchell Edwards

Name: Mitchell Edwards

Title: CFO

SCHEDULE A

IP Assets


ISSUED U.S. PATENTS


Country	Patent No.	Title	Issuance Date
United States	D613,266	Headset Frame	Issued on April 5, 2010

PENDING U.S. PATENT APPLICATIONS


Country	Patent Application Name/ Serial No.	Status
United States	Headset with Noise Plates 12/337,526	Filed December 17, 2008, claims benefit of Provisional Application No. 61/014,360 filed on December 17, 2007. Awaiting first Office Action
Canada	Headset with Noise Plates 2709832	Filed December 17, 2008 from PCT/US08/87280 Annuity due December 17, 2011 Request for Examination due December 17, 2013
Europe	Headset with Noise Plates 08861519.0	Filed December 17, 2008 from PCT/US08/87280 Annuity Due December 17, 2011 Awaiting first Office Action
Japan	Headset with Noise Plates 2010-539759	Filed December 17, 2008 from PCT/US08/87280 Request for Examination due December 17, 2011
United States	Daisy-Chained Game Audio Exchange 12/047,260	Filed March 12, 2008, claims benefit of Provisional Application No. 60/894,400 filed on March 12, 2007 and Provisional Application No. 61/036,003 filed on March 12, 2008. Awaiting first Office Action
United States	Wireless Game/ Audio System 12/958,462	Filed December 2, 2010, claims benefit of Provisional Application No. 61/266,007, filed on December 2, 2009. Awaiting first Office Action
PCT	Wireless Game/ Audio System PCT/US10/26956	Filed December 2, 2010 National phase entry due June 2, 2012
United States	Game Communication Exchange 11/844,230	Filed August 23, 2007, claims benefit of Provisional Application 60/823,365 filed August 23, 2006. Response to first Office Action due June 17, 2011

ACTIVE TRADEMARKS


Country	Application No./ Registration No.	Trademark	Classes	Status
European Community (CTM)	008824286	ASTRO GAMING	<p><u>Class 9:</u> Headsets and headphones for use with video gaming consoles, computers, and personal audio devices; audio mixers and amplifiers; audio headset stands, fiber optic cables; audio cables; rechargeable battery packs; audio headset cables; power splitters; USB power cables; audio headset hangers; RCA cables; cable adaptors; PC audio headset adaptors; microphones; audio headset headband pads; audio headset ear pads; all of these goods related to primarily to video and computer gaming and excluding lottery activities and/or games of chance and money.</p> <p><u>Class 18:</u> Backpacks, duffel bags, duffel bags for travel, duffel bags for transporting video game consoles and accessories.</p> <p><u>Class 25:</u> Shirts and t-shirts.</p>	<p>Filed: Jan. 21, 2010 Pending.</p> <p>Opposed by: Major League Baseball Properties (pending) and ASTRO Strobel Kommunikationssysteme (settlement pending)</p>
European Community (CTM)	008824294		<p><u>Class 9:</u> Headsets and headphones for use with video gaming consoles, computers, and personal audio devices; audio mixers and amplifiers; audio headset stands, fiber optic cables; audio cables; rechargeable battery packs; audio headset cables; power splitters; USB power cables; audio headset hangers; RCA cables; cable adaptors; PC audio headset</p>	<p>Filed: Jan. 21, 2010 Pending.</p> <p>Opposed by: Major League Baseball Properties (pending) and ASTRO Strobel Kommunikationssysteme GmbH (settlement pending)</p>

	<p>adaptors; microphones; audio headset headband pads; audio headset ear pads; all of these goods related primarily to video and computer gaming and excluding lottery activities and/or games of chance and money.</p> <p><u>Class 18</u>: Backpacks, duffel bags, duffel bags for travel, duffel bags for transporting video game consoles and accessories.</p> <p><u>Class 25</u>: Shirts and t-shirts.</p>		
<p>(IR) International Registration</p>	<p>947.141</p>		<p>Registered Nov. 21, 2007; protection extended in the following countries: China European Community South Korea Japan</p>
<p>Japan</p>	<p>5381852</p>	<p>ASTRO GAMING</p>	<p>Registered: January 7, 2011 Filed: April 30, 2010</p>
	<p><u>Class 9</u>: Headsets and headphones for use with video gaming consoles, computers, and personal audio devices; audio mixers and amplifiers.</p>		<p><u>Class 9</u>: Headsets and headphones for use with video gaming consoles, computers, and personal audio devices; audio mixers and amplifiers; audio headset stands, fiber optic cables; audio cables; rechargeable battery packs; audio headset cables; power splitters; USB power cables; audio headset hangers; RCA cables; cable adaptors; PC audio headset adaptors; microphones; audio headset headband pads; audio headset ear pads.</p> <p><u>Class 18</u>: Backpacks, duffel bags, duffel bags for travel, duffel bags for transporting video game consoles</p>

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United States	77/189984 3558302	 ASTRO GAMING	and accessories. Class 25: Shirts and t-shirts Class 9: Headsets and headphones for use with video gaming consoles, computers, and personal audio devices; audio mixers and amplifiers. Class 9: Headsets and headphones for use with video gaming consoles, computers, and personal audio devices; audio mixers and amplifiers; audio headset stands, fiber optic cables; audio cables; rechargeable battery packs; audio headset cables; power splitters; USB power cables; audio headset hangers; RCA cables; cable adaptors; PC audio headset adaptors; microphones; audio headset headband pads; audio headset ear pads Class 18: Backpacks, duffel bags, duffel bags for travel, duffel bags for transporting video game consoles and accessories Class 25: Shirts and t-shirts	Registered Jan. 6, 2007 Sec. 8 & 15 due 1/6/2014 Notice of Allowance Issued: February 1, 2011 Filed: Jan. 8, 2010 Statement of Use Due: August 1, 2011
United States	77/908302			

ABANDONED APPLICATIONS

United States	77/311467	MIXAMP	Abandoned
United States	77189985		Abandoned