

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
Vestallife, LLC		11/23/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Altec Lansing, LLC
Street Address:	9330 Scranton Road, #600
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3408177	VESTALIFE
Serial Number:	77597215	A Hardcore Speaker for your Hardcore Style
Serial Number:	77312740	BUTTERFLY
Serial Number:	77312738	LADYBUG
Serial Number:	77597202	LET YOUR TUNES TAKE FLIGHT
Serial Number:	77789328	MANTIS
Serial Number:	77756008	STARLING
Serial Number:	77597209	THE COOLEST WAY TO BLAST YOUR TUNES
Serial Number:	77597247	UPTOWN STYLE, DOWNTOWN SOUND
Serial Number:	77762084	VESTAGEAR
Serial Number:	77762083	VESTAHOME
Serial Number:	77597193	VESTALIFE. CHARACTER MAKES ALL THE DIFFERENCE
Serial Number:	77882085	VESTALIFE LADYBUG

OP \$340.00 3408177

CORRESPONDENCE DATA

Fax Number: 4154572822

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

Phone: (415) 457-2040

Email: trademarks@hiaringsmith.com

Correspondent Name: Hiaring + Smith, LLP

Address Line 1: 101 Lucas Valley Road, Suite 300

Address Line 4: San Rafael, CALIFORNIA 94903

ATTORNEY DOCKET NUMBER:	ALTEC-VESTALIFE
NAME OF SUBMITTER:	Anne Hiaring Hocking
Signature:	/anne hiaring hocking/
Date:	08/14/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") is made effective as of November 23, 2010 (the "**Effective Date**"), by David R. Hagen, Chapter 7 Trustee for the estate of *In re Vestalife, LLC*, Case No. 1:10-bk-16877 on behalf of Vestalife, LLC ("**Assignor**"), and Altec Lansing, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of October 1, 2010, by and between Assignee and Assignor, as amended (the "**Asset Purchase Agreement**"), Assignor has agreed to assign to Assignee all right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Intellectual Property listed on the attached Attachment A.

B. Assignee desires to obtain all right, title and interest in the Purchased Intellectual Property according to the terms of this Assignment.

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

Section 1. Definitions. Capitalized terms appearing in this Assignment that are not defined herein shall be defined as in the Asset Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Purchased Intellectual Property, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and the right to sue for, settle or release any past, present or future infringement, misuse or misappropriation of any of the Purchased Intellectual Property.

Section 3. Assistance. From time to time, as and when requested by any Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Purchased Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Purchased Intellectual Property.

Section 4. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 5. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE BANKRUPTCY LAW, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ALL DISPUTES WILL BE RESOLVED BY THE BANKRUPTCY COURT HAVING JURISDICTION OVER THE ESTATE OF IN RE VESTALIFE LLC.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:
VESTALIFE, LLC

ASSIGNEE:
ALTEC LANSING, LLC


By: David R. Hagen, Trustee By: _____
Name: David R. Hagen Name:
Title: Chapter 7 Trustee for the Title:
Bankruptcy Estate of Vestalife, LLC

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

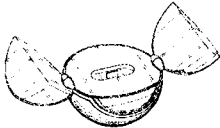
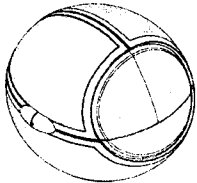
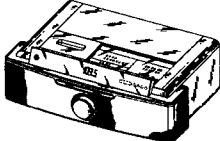
ASSIGNOR:
VESTALIFE, LLC

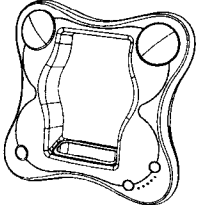
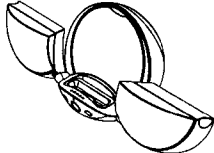
ASSIGNEE:
ALTEC LANSING, LLC

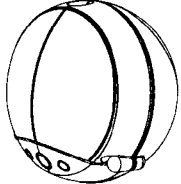
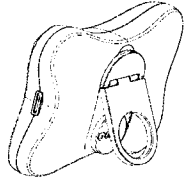
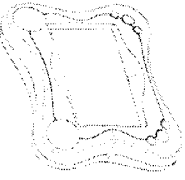
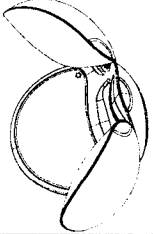
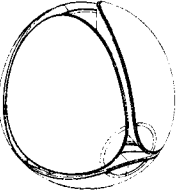
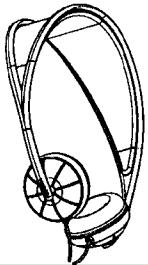
By: _____
Name: David R. Hagen
Title: Chapter 7 Trustee for the
Bankruptcy Estate of Vestalife, LLC

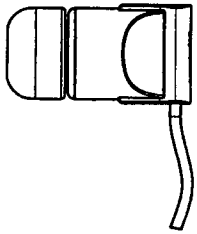
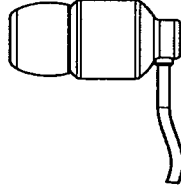
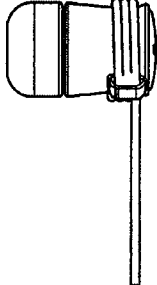
By:  _____
Name: VICKI L. MARION
Title: PRESIDENT

Attachment A

PATENTS			
Title	Patent Number	Inventors	Date of Patent
Jewelbox Shaped Speaker Dock 	D606,514	Ludlum, Kim, Glupker, Sawhney, Hussey, Aya	December 22, 2009
Jewelbox Shaped Speaker Dock 	D606,515	Ludlum, Kim, Glupker, Sawhney, Hussey, Aya	Dec. 22, 2009
Desktop Radio 	D566,686	Lum	April 15, 2008

PATENT APPLICATIONS			
Title	Serial Number	Inventors	Date of Filing
Butterfly Radio 	29/326,287	Ludlum, Kim, Glupker, Sawhney, Hussey, Aya	October 15, 2008
Ladybug Radio (open) 	29/326,285	Lum, Kim	October 15, 2008
Ladybug Radio (closed) 	29/326,283	Lum, Kim	October 15, 2008

			
Butterfly Monitor (open)	29/332,964	Ludlum, Glupker, Sawhney	February 27, 2009
			
Butterfly Monitor (closed)	29/332,973	Ludlum, Glupker, Sawhney	February 27, 2009
			
Firefly Speaker Dock (open)	29/332,965	Ludlum, Glupker, Sawhney, Hussey, Aya	February 27, 2009
			
Firefly Speaker Dock (closed)	29/332,972	Ludlum, Glupker, Sawhney, Hussey, Aya	February 27, 2009
			
Headphone	29/352,208	Ludlum, Glupker, Sawhney, Hussey, Aya, Perelman	December 17, 2009
			
Scarab Earbud	29/352,210	Ludlum, Glupker, Sawhney, Hussey, Perelman, Thomas, Kim	December 17, 2009

			
Bumblebee Earbud 	29/352,211	Ludlum, Glupker, Sawhney, Hussey, Perelman, Thomas, Kim	December 17, 2009
Boa Earbud 	29/352,213	Ludlum, Glupker, Sawhney, Hussey, Perelman, Thomas, Kim	December 17, 2009

REGISTERED TRADEMARKS

Mark	Registration Number	International Class	Registration Date
VESTALIFE	3,408,177	009	March 8, 2008
VESTALIFE	1,408,936 (Canada)	N/A	July 8, 2009

TRADEMARK APPLICATIONS

Mark	Serial Number	International Class	Registration Date
A Hardcore Speaker for Your Hardcore Style	77/597,215	009	October 21, 2008
Butterfly	77/312,740	009	October 24, 2007
LadyBug	77/312,738	009	October 24, 2007
LET YOUR TUNES TAKE FLIGHT	77/597,202	009	October 21, 2008
MANTIS	77/789,328	009	July 24, 2009
STARLING	77/756,008	009	June 10, 2009
THE COOLEST WAY TO BLAST YOUR TUNES	77/597,209	009	October 21, 2008
UPTOWN STYLE, DOWNTOWN SOUND	77/597,247	009	October 21, 2008
VESTAHOME	77/762,084	009	June 17, 2009
VESTAHOME	77/762,083	009	June 17, 2009
VESTALIFE. CHARACTER MAKES ALL THE DIFFERENCE	77/597,193	009	October 21, 2008
VESTALIFE LADYBUG	77/882,085	009	November 30, 2009