

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Assignment and Release Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Valerie Newman		12/04/2012	INDIVIDUAL: UNITED STATES
	Kevin Hurley		12/04/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	Harman International Industries, Incorporated			
Street Address:	8500 Balboa Blvd.			
City:	Northridge			
State/Country:	CALIFORNIA			
Postal Code:	91329			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3524771	ISTOMP	
CORRESPONDENCE DATA				
Fax Number:	9497200182			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 224-6291			
Email:	trademark@buchalter.com			
Correspondent Name:	Farah P. Bhatti, Esq.			
Address Line 1:	18400 Von Karman Avenue, Suite 800			
Address Line 4:	Irvine, CALIFORNIA 92612			
ATTORNEY DOCKET NUMBER:	H1672-0370			
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.			
Signature:	/Farah P. Bhatti/			

900244447

TRADEMARK
 REEL: 004944 FRAME: 0429

CH \$40.00 3524771

Date:

01/16/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT AND RELEASE AGREEMENT

This TRADEMARK ASSIGNMENT AND RELEASE AGREEMENT ("Agreement") dated as of _____, 2012 (the "Effective Date"), is entered by and between Valerie Newman and Kevin Hurley, individuals with an address of 6910 S.W. 64th Street, Miami, Florida 33143 (hereinafter the "Assignors"), and Harman International Industries, Incorporated, a Delaware corporation, with an address of 8500 Balboa Blvd., Northridge, California 91329 (hereinafter the "Assignee"). Assignors and Assignee are also generally referred to herein as the "parties" and individually as a "party."

RECITALS

WHEREAS, Assignors are the owners of the trademark ISTOMP, Registration No. 3,524,771 covering "hands free electronic remote control providing seamless and interactive wireless operation and control of volume, song selection and other features on all digital music devices, including MP3 players" (hereinafter referred to as "the Mark").

WHEREAS, Assignee filed a cancellation action against Assignors' ISTOMP mark, which was assigned Cancellation No. 92055451.

WHEREAS, Assignors have assigned to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the registration thereof, along with that portion of the on-going and existing business to which the Mark pertains, and all rights to damages and profits, due or accrued, arising out of past infringements of said Mark, and the right to sue for and recover the same.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, the payment of the Proceeds and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- Assignment. Assignors hereby assign to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the registration thereof, along with that portion of the on-going and existing business to which the Mark pertains, and all rights to damages and profits, due or accrued, arising out of past infringements of said Mark, and the right to sue for and recover the same.
- Rights and Privileges. Assignors agree that all rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Mark, shall be held and enjoyed by the Assignee and its successors and assigns.
- Representations and Warranties. Assignors represent and warrant that (i) they own all right and title in the Mark; (ii) Assignors have the power and authority to assign the Mark to Assignee in accordance with this Agreement; (iii) Assignors have no knowledge of any third party intellectual property infringement claims, lawsuits or demands arising under or in connection with the Mark; (iv) there are no third party consents, assignments or licenses applicable to the Mark; (v) there are no other trademark filings for the mark in the US or worldwide; (vi) no third party consents, assignments or licenses are necessary to perform under

Agreement. Each Party agrees to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of the terms by any of its directors, officers, employees, consultants, subcontractors or agents.

15. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be considered to be an original and all of which taken together shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be as effective as the delivery of an original executed counterpart.

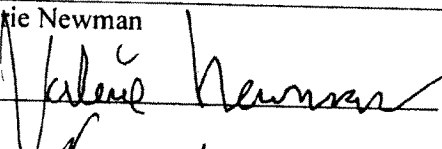
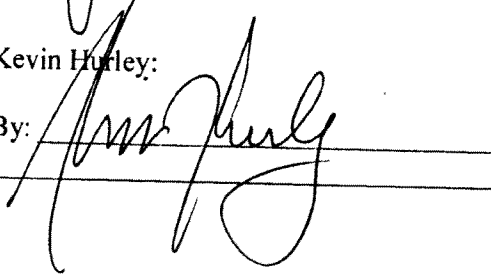
16. Joint Participation. The Parties participated jointly in the preparation of this Agreement. Each Party to this Agreement has had the opportunity to review, comment upon and redraft this Agreement. It is agreed that no rule of construction shall apply against any Party or in favor of any Party.

17. Failure to Assert Right. The failure of either Party to assert a right under this Agreement or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. Any waiver of any kind by a Party must be in writing, shall be effective only to the extent set forth in writing, and shall not operate or be construed as a waiver of any subsequent breach.

18. Settlement of Claims. This Agreement effects a settlement of claims which are contested and denied. Nothing in this Agreement shall be construed as an admission of any liability or wrongdoing of any kind with respect to the matters related to this controversy.

19. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Valerie Newman	Harman International Industries, Incorporated
By: 	By: _____
Kevin Hutley:	Name: _____
By: 	Title: _____

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Valerie Newman	Harman International Industries, Incorporated
By: _____	By: <u>Elpitha Vetsis</u>
Kevin Hurley:	Name: <u>Elpitha Vetsis</u>
By: _____	Title: <u>CFO</u>