

MB 2-7-02

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please forward the enclosed original documents or copy thereof.

1. Name of conveying party(ies):

MB Quart Electronics USA, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Massachusetts) Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8/31/01

2. Name and address of receiving party(ies)

Name: Rockford Corporation

Internal Address:

Street Address: 600 S. Rockford Dr.

City: Tempe State: AZ Zip: 85281

- Individual(s) citizenship Association General Partnership FEB - 2002 Limited Partnership Corporation-State Arizona Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1905485 1905486 2012820 2056045 1907458 2041266 1996649

Additional number(s) attached Yes No

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

Name: Christy L. E. Hubbard, Esq.

Internal Address:

Street Address: Lewis and Roca LLP

40 N. Central Ave.

City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed \$40.00 First 25.00 Ea. After Authorized to be charged to deposit account

8. Deposit account number:

12.1212

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christy Hubbard Name of Person Signing

Signature

2/6/02 Date

Total number of pages including cover sheet, attachments, and document. 5

03/07/2002 LWELLER 00000099 1905485

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 150.00 OP

TRADEMARK REEL: 002456 FRAME: 0512

Deed No. 841 of the Register of Deeds for 2001

Authenticated in Frankfurt am Main

on August 31, 2001

Today,

before me, Notary

Dr. Gerhard Pilger

with his official office in Frankfurt am Main

the following persons, who were unreservedly capable of contracting, appeared in the offices of the Wessing Law Office in Senckenberganlage 20-22, 60325 Frankfurt am Main where the Notary had been requested to come by the parties:

1. **Mr. Tobias Wahl, Attorney-at-Law**, with his business address in Corneliusstraße 18, 60325 Frankfurt am Main, acting, with no power of representation and with no liability for obtaining the appropriate approval, as the representative of

Dr. Dr. Werner Schreiber, Attorney-at-Law, with his business office in Blumenstraße 17, 69115 Heidelberg

acting as the Insolvency Liquidator of the assets of MB Quart Akustik GmbH, Neckarstraße 20, 74847 Obrigheim

- hereinafter referred to as the "Insolvency Liquidator" or the "Seller" -

and

2. **Mr. James M. Thompson**, with his business address in Neckarstraße 20, 74874 Obrigheim, acting not in his own name and not personally liable for his declarations, but as representative of

Rockford Corporation, 600 South Rockford Drive, AZ 85281, USA.

with the representative of the person appearing under 2 being hereinafter referred to as the "Buyer"

3. **Mr. Andreas Klug, Attorney-at-Law**, resident in Clements House, 14/18 Gresham Street, London EC2V 7 JE.

The persons appearing identified themselves to the satisfaction of the Notary by presenting their official identity cards/passports bearing a photograph.

The person appearing under 1.) promised to submit the approval and documentation of the administrator appointment of the person whom he was representing without delay but without being personally liable for the aforesaid presentation.

The person appearing under 2.) declared that he was acting as representative and on behalf of the Buyer and promised to submit a power of attorney and certificate of representation without delay but without being personally liable for the aforesaid presentation.

The person under 2.) is not conversant with the German language but only speaks and understands English. The person appearing under 3.) who is conversant with the English language to the satisfaction of the Acting Notary declared that he was prepared to translate the following deed into English for the person appearing under 2.) in parallel with the aforesaid Deed being read out. He declared that he was not a certified translator. He then swore the translators' oath: "I swear that I will translate truthfully and conscientiously". After being cautioned that he was able to insist on a certified translation, the person appearing under 2.) waived the aforesaid. It was explained that the German text is authoritative.

The Notary asked the persons appearing whether he or a person associated with him had already acted in a matter which formed the subject matter of the present authentication outside his official activity. The question was answered in the negative by the persons appearing.

The persons appearing then requested an official recording of the following:

Agreement for the Sale and Purchase of Shares

Introduction

Insolvency proceedings have already been opened on the estate of MB Quart Akustik GmbH (hereinafter referred to as the "Debtor") in the resolution passed by the Mosbach Local Court on July 1, 2001. Dr. Dr. Werner Schreiber, Attorney-at-Law, Heidelberg, has been appointed as the Insolvency Liquidator.

§ 1

Subject Matter of the Sale and Purchase

The Debtor is the owner of 100 shares (hereinafter referred to as "Shares") in MB Electronics USA Inc., Walpole, Massachusetts, USA, representing 100 % of the registered share capital. MB Electronics USA Inc. is a "Limited Liability Company" under US-American law.

§ 2

Sale and Purchase

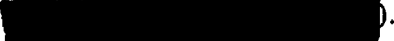
1. The Seller hereby sells and the Buyer hereby buys the shares referred to above. On the suspensive condition of due payment of the full and complete purchase price, the Seller hereby assigns the aforesaid shares to the accepting Buyer.
2. The present Sale and Purchase Agreement shall be governed by German law.

§ 3

Purchase Price

1. The purchase price for the shares shall be



(in words: ).

This record was read out to the persons appearing, approved by them and signed in their own hands as follows:

Three signature

Official Stamp

Dr. Gerhard Pilger

Notary in Frankfurt and Main