

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
Old Aegis, Inc.	FORMERLY Aegisound, Inc.	07/28/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Aegisound, LLC		
Street Address:	2020 Kraft Drive		
Internal Address:	Suite 3040		
City:	Blacksburg		
State/Country:	VIRGINIA		
Postal Code:	24060		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78374772	AEGISOUND	
CORRESPONDENCE DATA			
Fax Number:	(703)391-2901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 391-2900		
Email:	swertheim@globe-ip.com		
Correspondent Name:	Shauna M. Wertheim		
Address Line 1:	11800 Sunrise Valley Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Reston, VIRGINIA 20191		
ATTORNEY DOCKET NUMBER:	2957-001T		
NAME OF SUBMITTER:	Shauna M. Wertheim		
Signature:	/Shauna M. Wertheim/		

CH \$40.00 78374772

Date:

07/31/2006

Total Attachments: 5

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**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 11, 2006

The State Corporation Commission has found the accompanying articles submitted on behalf of
Aegisound, LLC

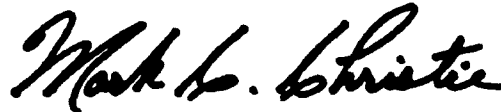
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the
Commission, effective January 11, 2006.

STATE CORPORATION COMMISSION

By



Commissioner

DLLCACPT
CIS0322
06-01-10-0630

TRADEMARK
REEL: 003357 FRAME: 0981

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

**ARTICLES OF ORGANIZATION
OF
AEGISOUND, LLC**

Pursuant to the Virginia Limited Liability Company Act (Chapter 12 of Title 13.1), as it exists on the date hereof or may hereafter be amended (the "Act"), the undersigned states as follows:

1. The name of the limited liability company (the "Company") is:

Aegisound, LLC

2. The Company has been formed for the purpose of transacting any lawful business for which limited liability companies may be formed under the Act.

3. The address of the initial registered office which is located in the City of Charlottesville, is:

LeClair Ryan, A Professional Corporation
123 East Main Street, 8th Floor
Charlottesville, Virginia 22902

4. A. The registered agent's name is Michael P. Drzal, whose business address is the same as the registered office.

- B. The registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar.

5. The post office address of the principal office of the Company where the records will be maintained pursuant to Section 13.1-1028 of the Act is:

2020 Kraft Drive, Suite 3040
Blacksburg, Virginia 24060

6. No member of the Company or other person shall have authority to act for or bind the Company unless (a) the member or person is a manager, appointed by the members of the Company in the manner provided in the operating agreement of the Company, and (b) the member or person is authorized as a manager to so act or bind the Company pursuant to the operating agreement of the Company. Any third party dealing with a member or other person may rely without liability on the authority of such member or person as a manager or officer to act for or bind the Company provided that such member or person presents the third party with a signed statement certifying that he is either a manager or officer of the Company and has such authority, and the third party has no knowledge or notice that such member or person lacks such authority.

7. To the full extent that the Act permits the limitation or elimination of the liability of a member and manager, a member or manager of the Company shall not be liable to the Company or its members for monetary damages. If elimination of the liability is not permitted, the limitation of liability shall be (1) \$1.00 or the minimum amount allowed to be stated by such Act if a specific dollar amount is required to be stated or (2) the full extent of the limitation set forth in such Act if no specific dollar amount is required to be stated.

The Company shall indemnify an individual made a party to a proceeding because he is or was a member or manager of the Company against liability incurred in the proceeding if he conducted himself in good faith, and he believed, in the case of his conduct in his official capacity with the Company, that his conduct was in its best interest; and in all other cases, that his conduct was at least not opposed to its best interests and in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. The determination of whether a member or manager has met this standard of conduct shall be determined in the manner fixed by statute with respect to statutory indemnification. The Company may not indemnify (1) in connection with a proceeding by or in the right of the Company in which the member or manager was adjudged liable to the Company, or (2) in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

The Company shall pay for or reimburse the reasonable expenses incurred by a member or manager who is a party to a proceeding in advance of final disposition of the proceeding if (1) the member or manager furnishes the Company a written statement of his good faith belief that he has met the standard of conduct described herein, (2) the member or manager furnishes the Company a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct, and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification.

All terms defined in Article 10 of the Virginia Stock Corporation Act (Chapter 9 of Title 13.1) as adopted by reference in the Act and as enacted and in effect on the date of these articles of organization, shall have the same meaning when used in this article. In the event that any provision of this article is determined to be unenforceable as being contrary to public policy, the remaining provisions shall continue to be enforced to the maximum extent permitted by law. Any indemnification under this article shall apply to a person who has ceased to have the capacity referred to herein, and may inure to the benefit of the heirs, executors and administrators of such a person. Any amendment to or repeal of this article shall not adversely affect any right or protection of a member or manager of or with respect to any acts or omissions of such member or manager occurring prior to such amendment or repeal. Notwithstanding the foregoing, payments under this article with respect to a claim for indemnification shall be reduced to the extent the member or manager has not made reasonable efforts to reduce the amount of an indemnified loss by seeking contributions from other sources.

8. Signature:



Andrew W. White, Organizer

January 10, 2006

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS AND DIRECTORS
OF
AEGISOUND, LLC
RATIFYING PAST ACTIONS**

In lieu of an annual meeting, the undersigned, being all of the members and directors of Aegisound, LLC (the "Company") entitled to notice of any such meeting, do hereby waive such notice and take and authorize by unanimous written consent the following actions:

1. Ratification of Action by Directors:

RESOLVED, that the Company does hereby ratify and confirm the acts of its officers and agents done on its behalf and in their name prior to the date of this meeting, and specifically for the period of January 10, 2006 to the present, hereby adopts such acts as its own, including:

The transfer of all assets of Old Aegis, Inc., formerly known as Aegisound, Inc., including intellectual property, and in particular, U.S. Trademark Application Serial No. 78/374,772 for the mark AEGISOUND in Class 9.

There being no further business to be taken the undersigned pursuant to this action by unanimous written consent, each of the members and directors has signed this Action as of the date indicated below, and this action by unanimous written consent shall be filed with or otherwise entered on the minutes and other appropriate records of Aegisound, LLC.

William Saunders

Dated: 7/28/06

Printed Name: William Saunders

Title: Member

Michael Vaudrey

Dated: 7/28/06

Printed Name: Michael Vaudrey

Title: Member

Gary P. Gibbs

Dated: 7/28/06

Printed Name: Gary Gibbs

Title: Member

Jeffrey Hammel

Dated: 7/28/06

Printed Name: Jeffrey Hammel

Title: Member