

10-29-1998

COVER SHEET
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10-27-98



Tab settings

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To the Honorable Commission

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

E.L.V.H., Inc.

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

2. Name and address of receiving party(ies):

Name: Da Fishaid, LLC

Internal Address: c/o Blanc Williams Johnston
& Kronstadt, LLP

Street Address: 1900 Avenue of the Stars,
17th Floor

City: Los Angeles State: CA ZIP: 90067

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: November 18, 1997

4. Application number(s) or patent number(s): 5,359,144

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

(10/28/1998 SBURNS 00000005 5359144
01 FC:481 40.00 DP)

(5,359,144)

Additional numbers attached? Yes No

RECEIVED
90 OCT 27 11 28 AM '98
ASSIGNMENT

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

Name: Sol Rosenthal

Internal Address: Blanc Williams Johnston
& Kronstadt, LLP

Street Address: 1900 Avenue of the Stars,
17th Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Katheryn Barton
Name of Person Signing

Katheryn Barton
Signature

Oct 23, 1998
Date

Total number of pages comprising cover sheet:

1

PATENT

ASSIGNMENT

THIS ASSIGNMENT is made as of this 18th day of November 1997 between E.L.V.H., Inc. ("ELVH"), c/o Page & Associates, 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028, on the one side, and Da Fishaid, LLC ("Fishaid"), c/o Blanc Williams Johnston & Kronstadt, 1900 Avenue of the Stars, 17th Floor, Los Angeles, California 90067-4403, on the other side, with reference to the following facts:

WHEREAS, ELVH owns and controls all rights in and to an invention entitled a PITCH CHANGING APPARATUS FOR STRINGED INSTRUMENT TREMOLO (the "D-Tuner"), which said invention is fully set forth and described in United States Patent Number 5,359,144, issued on October 25, 1994, ELVH having acquired the entire right, title and interest in and to the invention and the patent for the entire world; and

WHEREAS, ELVH desires to transfer all his right, title and interest in and to the invention and the patent for the D-Tuner to Fishaid.

NOW, THEREFORE, the parties agree as follows:

1. For good and valuable consideration, receipt of which is hereby acknowledged, ELVH hereby assigns and transfers all his right, title and interest in and to the invention and the patent for the D-Tuner to Fishaid including, but not limited to, any and all divisions, continuations or continuations-in-part thereof, and all reissues or extensions thereof including the rights of priority and the right to sue for and collect damages for past infringement, to be held and enjoyed by Fishaid, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made.

2. ELVH shall have no further obligations or liabilities with regard to the D-Tuner, all of which obligations and liabilities are hereby assumed by Fishaid.

3. Fishaid hereby agrees to indemnify and hold harmless ELVH and his heirs, successors, agents and representatives from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred or sustained by reason of, in connection with, or arising out of any transaction or occurrence relating to the D-Tuner including, but not limited to, all contract, tort, patent or product liability claims or losses.

4. Fishaid may use the name, likeness, voice and/or signature of Edward Van Halen in connection with the manufacturing, promotion, marketing, distribution, and sale of the D-Tuner, provided that Edward Van Halen consents to such use in each instance in his sole and complete discretion.

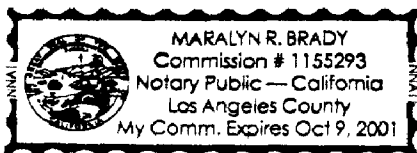
IN WITNESS WHEREOF, this Assignment is executed as of the 18th day of November 1997.

E.L.V.H. Inc.
By [Signature]
Edward Van Halen

DA FISHAID, LLC
By [Signature]
Edward Van Halen

State of California)
) SS.
County of Los Angeles)

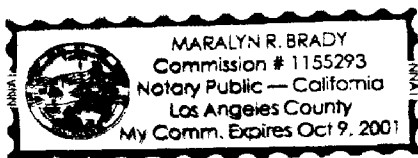
On 9-10-98, before me, Maralyn R Brady
personally appeared Edward Van Halen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.
Maralyn R Brady
Notary Public

State of California)
) SS.
County of Los Angeles)

On 9-10-98, before me, Maralyn R Brady
personally appeared Edward Van Halen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.
Maralyn R Brady
Notary Public