

08-03-1999



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OVER SHEET

PATENTS ONLY

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JP511 U.S. PTO

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To the Hon. Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

KENDALL G. MOORE
an individual residing at
1614 East Candlestick Drive
Tempe, Arizona 85283

SAMUEL L. THOMASSON
an individual residing at
1038 East Hearn Way
Gilbert, Arizona 85234

2. Name and Address of receiving Party(ies)

ACOUSTIC TECHNOLOGIES, INC.
a Delaware Corporation having its
principal place of business at
1921 South Alma School Road · Suite 303
Mesa, Arizona 85210

3. Nature of conveyance:



Assignment



Change of Name

Other:



Security Agreement



Merger

Execution Date: July 23, 1999

4. Application number(s) or patent number(s). Additional sheet attached? Yes No

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

A. Patent Application No(s).
Filed

B. Patent No(s).

Date: July 23, 1999

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

Paul F. Wille
6407 E. Clinton Street
Scottsdale, Arizona 85254

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 form 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.

Paul F. Wille
Name of person signing

Signature

July 23, 1999

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

This Assignment is made and executed this 23 day of July, 1999, by and between:

KENDALL G. MOORE)
 an individual residing at) Hereinafter referred
 1614 East Candlestick Drive) to as "ASSIGNORS"
 Tempe, Arizona 85283)

SAMUEL L. THOMASSON)
 an individual residing at)
 1038 East Hearn Way)
 Gilbert, Arizona 85234)

and

ACOUSTIC TECHNOLOGIES, INC.)
 a Delaware Corporation having its) Hereinafter referred
 principal place of business at) to as "ASSIGNEE"
 1921 South Alma School Road - Suite 303)
 Mesa, Arizona 85210)

WITNESSETH:

WHEREAS, ASSIGNORS are the joint inventors of the improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled "*Acoustic and Electronic Echo Cancellation*," hereinafter referred to as "PATENT RIGHTS;"

WHEREAS, ASSIGNORS desire to assign all right, title and interest in and to the above identified PATENT RIGHTS to ASSIGNEE;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged:

1. ASSIGNORS do hereby sell and assign to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the improvements described and claimed in the above identified PATENT RIGHTS, including: (a) any and all domestic and foreign patents and applications therefor based upon said improvements; (b) any and all divisions, reissues, continuations, continuations-in-part, and extensions based upon the

above-identified patents and applications therefor; and (c) any and all rights of priority resulting from the filing of any of the above-identified patent applications in the United States or any foreign country.

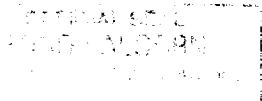
2. ASSIGNORS hereby authorize and request any official whose duty it is to issue patents to issue any patent or any reissued patent which may be based upon the improvements described and claimed in the above-identified PATENT RIGHTS to ASSIGNEE or its successors or assigns.

3. ASSIGNORS hereby agree upon request and without further consideration, but at the expense of ASSIGNEE: (a) to communicate to ASSIGNEE, or its representatives or nominees, any facts known to ASSIGNORS relating to the above-identified PATENT RIGHTS; (b) to testify in any legal proceeding relating to the above-identified PATENT RIGHTS; (c) to sign and execute all lawful papers and to make all lawful oaths relating to the above-identified PATENT RIGHTS, including documents relating to divisional, continuing, reissue and foreign applications; and (d) to perform all acts reasonably necessary to aid ASSIGNEE, its successors, assigns and nominees in obtaining and enforcing patent protection in the United States and foreign countries covering those improvements described and claimed in the above-identified PATENT RIGHTS.


KENDALL G. MOORE

State of Arizona)
) ss.
County of Maricopa)

On this the 23 day of July, 1999, before me the undersigned, personally appeared KENDALL G. MOORE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the foregoing instrument for the purposes therein contained.




Notary Public

My commission expires: 11/11/99