

Ben Abadi
17530 Von Karman
Irvine, CA 92614

Mark Asdourian
Five Park Plaza, Suite 820
Irvine, CA 92614

ASSIGNMENT OF PATENT

1. **Assignment.** For valid consideration received, consisting of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Daniel R. Mytels, individually and doing business as Intrepid Enterprises of Boston Massachusetts ("Assignor") does hereby acknowledge that he has sold, assigned, transferred and set over, and by this presence does hereby sell, assign, transfer and set over to Steve Nosrat, Ben Abadi and Mark V. Asdourian (collectively "Assignee"), their successors and assigns, the sole, full, exclusive and entire right, title and interest in, to and under United States Letters Patent No. 5,633,839 dated May 27, 1997, entitled "Music Vending Machine Capable of Recording a Customer's Music Selections onto a Compact Disc" together with all the divisions, renewals, in continuation applications thereof, and all Letters Patents of the United States which may be granted thereon, and all reissues and extensions thereof, and all rights of priority under international conventions and applications for Letters Patents which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; together with the right to sue for and collect damages for past infringements of said Letters Patent (the "839 Patent"). Assignor hereby authorizes and requests the Commissioner of Patents of the United States whose duty it is to issue a patent on applications as the aforesaid, to issue all Letters Patents for said improvements to Assignee, their successors and assigns in accordance with the terms of this instrument.

2. **Assignor's Covenants, Representations and Warranties.** Assignor hereby covenants, represents and warrants to Assignee that the following are true:

A. By application filed February 16, 1996, the United States Patent and Trademark Office issued on May 27, 1997 the 839 Patent. A copy of the 839 Patent is attached to this Assignment, marked Exhibit "A" and is fully incorporated herein by this reference. The 839 Patent is valid, and in full force and effect as of the date of this Assignment;

B. By assignment dated October 15, 1998, Assignor acquired and presently has the sole, full and exclusive right, title and interest in and to the 839 Patent. The 839 Patent is the sole property of Assignor and no license, lien, mortgage, security interest, or other encumbrance against the invention or the 839 Patent presently exists;

C. To the best of Assignor's knowledge, the inventors of the 839 Patent acted in good faith during the prosecution of the 839 Patent and disclosed to the patent office all prior art of which the inventors were aware and, to the best of Assignor's knowledge, all statements, representations, filings and registrations and information contained in all patent applications, licenses, filings and registrations by Assignor were true, complete and correct when made;

D. Entry into this Assignment for the 839 Patent, and the performance by Assignor of his obligations by virtue of this Assignment, does not contravene or constitute a breach of any agreement, contract or indenture to which Assignor is a party;

E. Assignor has the full right and authority to enter into and consummate this Assignment; the execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Assignment; and all proceedings required to be taken by or on behalf of Assignor to authorize, deliver and carry out the terms of this Assignment have been taken; and,

F. Assignor further covenants and agrees that he will communicate to Assignee, their successors and assigns, any facts known to Assignor respecting the 839 Patent and any and all improvements thereto, and to testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, their successors and assigns, to obtain and enforce proper patent protection for said improvement in all countries.

3. **Effect on Heirs and Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the Assignor and Assignee.

4. **Amendment to Assignment.** This Assignment may be amended only by a writing signed by the party against whom or against whose successors and assignees enforcement of the writing is sought.

5. **Effect of Partial Invalidity.** If any term or provision of this Assignment or any application thereof shall be held invalid or unenforceable, the remainder of this Assignment and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

6. **Governing Law.** Except as otherwise required by law, this Assignment shall be governed by and construed in accordance with the laws of the State of California.

Dated: November 22, 1999

ASSIGNOR

Daniel R. Mytel
Daniel R. Mytel, individually and
doing business as Intrepid Enterprises
Of Boston Massachusetts

ACKNOWLEDGMENT

State of California)
County of San Francisco)

On November 22, 1999, before me, Heather H. Adler, personally appeared Daniel R. Mytels who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

WITNESS my hand and official seal.

Heather H. Adler
Notary Public

