

08-23-2002



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WIE-005

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

1. Name of Conveying party(ies):
David Wiener

8-20-02

Soundtube Entertainment, Inc.

6430 N. Business Park Loop
Park City, Utah 84098

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Execution Date: 08/05/02

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

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

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)

5,832,099

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

Gordon & Jacobson, P.C.
65 Woods End Road
Stamford, CT 06905

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)..... \$40

Enclosed

Authorized to charge deposit account

8. Deposit account number: 07-1732
(attach duplicate page if paying by deposit account)

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.

David S. Jacobson

Name of Person Signing

Signature

8/13/02

Date

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

3

08/22/2002 10:00:00 AM 102198936 40.00 01
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ASSIGNMENT

WHEREAS, I, **David Wiener**, hereinafter referred to as the "Inventor", a citizen of the US, whose post office address is 10 Iron Canyon Court, Park City, UT 84060; have invented certain new and useful improvements in

SPEAKER SYSTEM HAVING AN UNDULATING RIGID SPEAKER ENCLOSURE

as described and set forth US Patent Number **5,832,099** which issued on November 3, 1998 (**Docket No. WIE-005**).

AND WHEREAS, **SOUNDTUBE ENTERTAINMENT, INC.**, hereinafter referred to as the "said COMPANY", a corporation duly organized, incorporated, and existing under the laws of Utah, and having a place of business at **6430 N. Business Park Loop Park City, Utah 84098**, is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that I, the Inventors, for good and valuable considerations, the receipt and sufficiency of which I hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to my invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, **TO HAVE AND TO HOLD** the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND I do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignees of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND I do hereby covenant and warrant that I have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that I have not executed and will not execute any instruments in conflict herewith.

AND I, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that I, my executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

The undersigned hereby grant David P. Gordon, Esq. the power to insert on this Assignment any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

IN WITNESS WHEREOF, I, **David Wiener**, have hereunto set my hand and seal this 5th day of AUGUST, 2002.

David Wiener (s.)

State of Utah)
County of Summit) ss:

BE IT KNOWN, that on this 5 day of August 2002 personally appeared **David Wiener**, to me known and known to me to be the individual described in and who executed the foregoing assignment and he acknowledged to me that he executed the same.

Kellie Couey
Notary Public



My commission expires : 2/27/2005