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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102516286

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

1. Name of conveying party(ies):

Richard Agostinelli

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 25, 2003

2. Name and address of receiving party(ies)

Name: Advanced Media Networks, LLC

Internal Address:

Street Address: 3453 S. La Cienega Boulevard, Building D2

City: Los Angeles State: CA Zip: 90016

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) 6,466,175

Additional numbers attached? Yes No

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

Name: Robert L. Kovelman

Internal Address: Brown Raysman Millstein

Felder & Steiner, LLP

Street Address: 1880 Century Park East

Suite 711

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:

02-4270

(Attach duplicate copy of this page if paying by deposit account)

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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.

Monica H. Winghart

Name of Person Signing

Monica Winghart

Signature

7/29/03

Date

08/04/2003 DRYRUNE 00000091 6466175 Total number of pages including cover sheet, attachments, and documents: 8

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

## ASSIGNMENT

WHEREAS, United States Patent Application No. 09/813,359, entitled ADJUSTABLE HORN MOUNT ASSEMBLY (the "Application") was filed on March 20, 2001, and issued on October 15, 2002 as United States Patent No. 6,466,175 (the "'175 patent");

WHEREAS, the inventors of the '175 patent, Robert G. Ehrenberg and Michael Sorensen, assigned (the "Inventors' Assignment") all right, title and interest in and to one or more inventions (the "Inventions") disclosed in the Application and the '175 patent to NeTune Communications, Inc. ("NeTune") by virtue of an assignment filed with the United States Patent and Trademark Office ("USPTO") on September 4, 2001, and duly recorded on September 6, 2001 at Reel/Frame 012139/0879;

WHEREAS, NeTune entered into a Security Agreement dated December 16, 2001 ("Security Agreement"), wherein all of the intellectual property of NeTune, including but not limited to the Inventions, the Application and the '175 patent, was identified as part of a collateral (the "Collateral") for a debt, and wherein NeTune defaulted in connection with the debt that was secured by the Collateral under the Security Agreement;

WHEREAS, a Notification of Proposal to Accept Collateral in Partial Satisfaction of Debt ("Notification") dated March 24, 2003, provided that Richard Agostinelli, the successor Secured Party ("Secured Party") under the Security Agreement, exercised its post-default remedies with respect to the Collateral and agreed to accept the Collateral in partial satisfaction of the debt;

WHEREAS, NeTune, having received the Notification, affirmatively consented, in a Transfer Statement dated March 24, 2003 ("Transfer Statement"), to the partial satisfaction of the debt, whereby NeTune transferred all of its right, title and interest in and to the Collateral, including all right, title and interest in and to the Inventions, the Application and the '175 patent, to the Secured Party;

WHEREAS, in a Bill of Sale of Tangible Personal Property and Assignment of Intangible Personal Property dated March 25, 2003 ("Bill of Sale"), the Secured Party conveyed all its right, title and interest in and to the Collateral to Advanced Media Networks, LLC, (the "Assignee"), a California limited liability company, having a place of business at 3453 S. La Cienega Boulevard, Building D2, Los Angeles, CA 90016;

WHEREAS, pursuant to the Bill of Sale, Assignee accepted and acquired all right, title and interest in and to the Collateral, including but not limited to ownership of the Inventions, the Application and the '175 patent, such that Assignee now holds all right, title and interest in and to the Inventions, the Application and the '175 patent, as is more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Secured Party and Assignee hereby acknowledge, Secured Party acknowledges that it has sold, assigned, transferred and set over, and hereby sells, assigns,

transfers and sets over, to Assignee all right, title and interest in and to the Inventions, the Application and the '175 patent, including:

- (a) the right to apply for patents in the United States of America and in all foreign countries for the Inventions,
- (b) all applications for patents based on the Inventions, the Application or the '175 patent, now filed or to be filed in the United States and all foreign countries, including all divisional, renewal, substitute, continuation, continuation-in-part, requests for continued examination (RCE), continued prosecution application (CPA), reexamination, reissue and all convention applications based, in whole or in part, upon the Inventions, the Application or the '175 patent,
- (c) all patents which may issue based on the Inventions, the Application or the '175 patent, now filed or to be filed in the United States and all foreign countries, including all divisional, renewal, substitute, continuation, continuation-in-part, RCE, CPA, reexamination, reissue and all convention applications, based in whole or in part, upon the Inventions, the Application or the '175 patent, to the full term or terms for which the patents may be issued, and
- (d) every priority right that is or may be predicated upon or arise from the Inventions, the Application or the '175 patent.

Secured Party hereby authorizes Assignee to file patent applications in all countries for any or all of the Inventions in Secured Party's name, or in Assignee's name, or otherwise as Assignee may deem advisable, under any international or bilateral treaty or convention, or otherwise.

Secured Party assigns to Assignee the inventors' obligations under the Inventors' Assignment to do the following without further consideration: communicate any facts known to the inventors relating to the Inventions and the history thereof, testify in any legal proceeding, execute all lawful papers required to effect the foregoing, and generally do all further acts which may be deemed necessary by Assignee to obtain and enforce proper patent protection for the Inventions in all countries. Secured Party further assigns to Assignee its right under the Inventors' Assignment to request that the inventors do the foregoing. Assignee agrees to pay all reasonable expenses in connection with the foregoing obligations of the inventors.

Secured Party also agrees that it will, upon request of Assignee, and without further consideration, but at the expense of the Assignee, communicate any facts known to Secured Party relating to the Inventions, the Application, the '175 patent and the history thereof, testify in any legal proceeding, execute all lawful papers required to effect the foregoing, and generally do all further acts which may be deemed necessary by Assignee to obtain and enforce proper patent protection for the Inventions, the Application and the '175 patent in all countries.

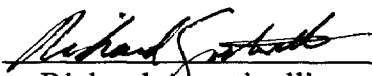
Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property or intellectual property protection on application as aforesaid, to issue the same to Assignee in

accordance with the terms of this instrument; covenant that no assignment, sale, agreement, transfer or encumbrance will be made or entered into which would conflict with this Assignment; agree to communicate to Assignee, its successors, assigns or other legal representative, upon request, any facts known to Assignor respecting the Inventions, the Application or the '175 patent; appoint Assignee its attorney in fact with respect to all matters, including claims and proceeding, relating to the Inventions, the Application or the '175 patent; agree to do all lawful acts, including the execution and deliver of all papers and proper oaths and giving of testimony this are deemed necessary or desirable by Assignee, its successors, assigns or representatives for protecting, obtaining, maintaining and enforcing any and all of said Inventions, Application or '175 patent and any related intellectual property rights in the United States and throughout the world and for perfecting, affirming, recording and maintaining the title in Assignee, its successors, assigns or other legal representative, and generally cooperate to the fullest extent in all matters pertaining to the Invention, the Application or the '175 patent and any related intellectual property rights.

If any part of this Assignment shall be held by a court of competent jurisdiction to be void, invalid or inoperative, the remaining provisions of this Assignment shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

IN WITNESS WHEREOF, Secured Party has executed this Assignment this 25<sup>th</sup> day of July, 2003.

RICHARD AGOSTINELLI, successor Secured  
Party under Security Agreement, Notification and  
Transfer Statement, and Seller under Bill of Sale

BY:   
Richard Agostinelli

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

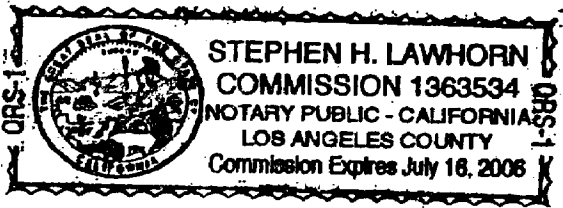
On JULY 25, <sup>2003</sup>, before me, STEPHEN H. LAWHORN personally appeared Richard Agostinelli personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Stephen H. Lawhorn  
Signature

JULY 16, 2006  
Expiration Date



**BILL OF SALE OF TANGIBLE PERSONAL PROPERTY**

**AND ASSIGNMENT OF INTANGIBLE PERSONAL PROPERTY**

For valuable consideration, the receipt of which is hereby acknowledged, Richard Agostinelli, as successor Secured Party ("Seller") under the Security Agreement dated December 16, 2001, between Seller and NeTune Communications, Inc., hereby conveys, remises, releases, and quitclaims to Advanced Media Networks, LLC, a California limited liability company ("Buyer"), all of Seller's right, title and interest in and to all tangible personal property (including without limitation equipment, inventory, furniture, and supplies) described in Exhibit A hereto, but excluding the personal property described in Exhibit B hereto.

Further, for valuable consideration, the receipt of which is hereby acknowledged, Seller assigns and transfers to Buyer all of Seller's right, title and interest in and to all intangible personal property (including without limitation accounts receivable, bank accounts, trademarks, trademark registrations, trademark rights, patents, patent applications, licenses, and software) described in Exhibit A hereto, but excluding the personal property described in Exhibit B hereto. Buyer agrees to accept said assignment of intangible personal property from Seller, and to accept the transfer of the tangible personal property set forth above from Seller.

This Bill of Sale of Tangible Personal Property and Assignment of Intangible Personal Property shall inure to the benefit of, and be binding upon, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale of Tangible Personal Property and Assignment of Intangible Personal Property as of March 25, 2003.

SELLER

Richard Agostinelli, successor Secured Party  
under Security Agreement dated December 11, 2001


By

  
Richard J. Agostinelli

BUYER

Advanced Media Networks, LLC, a California  
limited liability company

By

  
Patrick E. Charleston  
President