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| SUBMISSION TYPE: | | NEW ASSIGNMENT | NEW ASSIGNMENT | |
|---|------------------------------|-------------------|----------------|--|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | ASSIGNMENT | |
| CONVEYING PARTY | DATA | | | |
| Name | | | Execution Date | |
| Mr. Rusty Everett | | | 02/03/2005 | |
| Mr. Yasuhiro Yamamoto | | | 01/31/2005 | |
| RECEIVING PARTY D | ΟΑΤΑ | | | |
| Name: | Monster Cable Products, Inc. | | | |
| Street Address: | 455 Valley Drive | | | |
| City: | Brisbane | | | |
| State/Country: | CALIFORNIA | | | |
| Postal Code: | Code: 94005-1209 | | | |
| Property Type | | Number 11002044 | | |
| Application Number: 1 | | 1002044 | | |
| CORRESPONDENCE | DATA | | essful | |
| Fax Number: (831)649-8835 | | | | |
| Correspondence will be sent via US Mail when the fax attempt is unsuccessful. | | | | |
| Phone: 8316498800 | | | | |
| Email: uspto@lgpatlaw.com | | | | |
| Correspondent Name:LaRiviere, Grubman & Payne, LLPAddress Line 1:19 Upper Ragsdale Drive, Suite 200 | | | | |
| Address Line 1: 19 Opper Ragsdale Drive, Suite 200 Address Line 4: Monterey, CALIFORNIA 93940 | | | | |
| | | | | |
| NAME OF SUBMITTER: | | Don R. Mollick | | |
| Total Attachments: 3 source=1AssignmentP source=2AssignmentP | | | | |

ASSIGNMENT AGREEMENT

FOR good and valuable consideration, receipt of which is hereby acknowledged,

RUSTY EVERETT, of El Dorado Hills, California; and YASUHIRO YAMAMOTO, of San Francisco, California

hereinafter ASSIGNORS, does hereby sell, assign and transfer unto MONSTER CABLE PRODUCTS, INC., doing business at 455 Valley Drive, Brisbane, California 94005-1209, hereinafter ASSIGNEE, its successors and assignees, the entire title, interest and right, including the right of priority, in an application for Letter's Patent of the United States entitled FM TRANSMITTER FOR AN MP3 PLAYER, filed herewith, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor, and any and all provisional, divisional, reissue, continuation, substitute or renewal applications thereof which have been or shall be filed in the United States and any and all equivalents thereto in any and all foreign countries;

And for the above consideration ASSIGNORS covenant to assign to ASSIGNEE, under identical terms herein, any and all improvements, which have been or shall be developed by ASSIGNORS regarding subject matter herein;

And for the above consideration ASSIGNORS agree promptly upon request of the ASSIGNEE, its successors and assignees, to execute and deliver without further compensation any power of attorney, assignment, application (whether original, continuation, renewal, substitute, divisional or reissue) or other papers which may be necessary or desirable fully to secure to ASSIGNEE, its successors and assignees, the inventions and any of them described in said application and patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of appeal and interference proceedings involving said inventions and/or in the adjudication or re-examination of said Letters Patent, provided that the expenses which may be incurred by ASSIGNORS in lending such cooperation and assistance be paid by ASSIGNEE; and

ASSIGNORS covenant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by ASSIGNORS, and that full right to convey the same as herein expressed is possessed by ASSIGNORS. This agreement constitutes the entire agreement of the parties and supersedes and cancels any and all prior and/or contemporaneous utterances, statements, representation, understandings and/or agreements whether oral and/or written in connection with this agreement.

IN WITNESS WHEREOF, ASSIGNORS agree to the above-mentioned terms and conditions as evidenced by their signatures below:

 $\frac{\frac{2}{3}}{\frac{5}{5}}$ $\frac{1}{\frac{3}{5}}$ $\frac{1}{\frac{3}{5}}$ RUSTY EVERETT YASUHIRO YAMAMOTO

STATE OF CALIFORNIA COUNTY OF San Mateo 2005, before me, Myrla Hernandez Notary Public on February 3 **RUSTY EVERE** personally appeared _ X_personally known to me proved to me on the basis of satisfactory evidence to be the person whose OR name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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. MYRLAN, HERNANDEZ Commission # 1320974 Notary Public - California San Mateo County My Comm. Expires Sep 29, 2005 STATE OF CALIFORNIA COUNTY OF San Mateo i On <u>Lanuary 31</u>, 2005, before me, <u>Myrla Hernandez</u>, Notary Public personally appeared <u>YASUHIRO YAMAMOTO</u>

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, 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.

Notary Publ



MYRLA N. HERNANDEZ Commission # 1320974 Notary Public - California San Mateo County My Comm. Expires Sep 29, 2005