1. Name of conveying party(ies)/Execution Date(s):       2. Name and address o         Samir Bhakta       Name: GPX, Inc.	#
	receiving party(les)
Internal Address:	
December 20, 2004	
Execution Date(s)	n 23rd Street ⊃
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance:	935
	1
Security Agreement Change of Name State: Missouri	
Government Interest Assignment Executive Order 9424, Confirmatory License Country: United States	Zip: 63106
4. Application or patent number(s): If This document is being filed to	ss(es) attached? Yes
Additional numbers attached? Yes No 5. Name and address to whom correspondence 6. Total number of appl	ications and patents
Additional numbers attached? Yes No 5. Name and address to whom correspondence concerning document should be mailed: Name: Cibbaro, Del Dec. Delay, Criffinger & Vershinge	1
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of applinion involved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2)	1 1(h) & 3.41) \$_40.00
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of appl involved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be characterized	1 1(h) & 3.41) \$ <u>40.00</u> arged by credit card
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of appl involved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be chate	1 1(h) & 3.41) \$_40.00
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of applinvolved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be chate         Street Address:       One Riverfront Plaza	1 1(h) & 3.41) \$ <u>40.00</u> arged by credit card
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of appl involved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be cha         Street Address: One Riverfront Plaza       Enclosed         None required (gove       8. Payment Information	1 1(h) & 3.41) \$ <u>40.00</u> arged by credit card arged to deposit account rnment interest not affecting
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of applinvolved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be chate         Street Address:       One Riverfront Plaza         City:       Newark         State:       Name: Grift Card	1         1(h) & 3.41)       \$ 40.00         arged by credit card         arged to deposit account         rnment interest not affecting         1         Numbers
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of applinvolved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be chate         Street Address:       One Riverfront Plaza         City:       Newark         State:       New Jersey         Zip:       07102	1 1(h) & 3.41) \$ <u>40.00</u> arged by credit card arged to deposit account rnment interest not affecting
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Additional numbers attached? Yes   S. Name and address to whom correspondence concerning document should be mailed:   Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione   Internal Address:	1         1(h) & 3.41)       \$ 40.00         arged by credit card         arged to deposit account         rnment interest not affecting         1         4 Numbers         ation Date         umber       03-3839
Additional numbers attached? Yes   Name and address to whom correspondence   concerning document should be mailed:   Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione   Internal Address:	1         1(h) & 3.41)       \$ 40.00         arged by credit card         arged to deposit account         rnment interest not affecting         1         4 Numbers
Additional numbers attached?       Yes       No         5. Name and address to whom correspondence concerning document should be mailed:       6. Total number of applinvolved:         Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione       7. Total fee (37 CFR 1.2         Internal Address:       Authorized to be chate         Street Address: One Riverfront Plaza       Authorized to be chate         City:       Newark         State:       New Jersey         Zip:       07102         Phone Number:       93-596-4500         Fax Number:       4	1         1(h) & 3.41)       \$ 40.00         arged by credit card         arged to deposit account         rnment interest not affecting         1         4 Numbers         ation Date         umber       03-3839

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PATENT REEL: 016166 FRAME: 0625

### 105185-CDP3805

## ASSIGNMENT AND AGREEMENT

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WHEREAS, I, Samir Bhakta of the City of Ofallon and in the State of Missouri (ASSIGNOR) have invented certain new and useful improvements which are described and claimed in the application filed herewith for United States Patent entitled

## CD PLAYER (CDP3805)

WHEREAS, GPX, Inc. having its principal place of business at 900 North 23<sup>rd</sup> Street, St. Louis, Missouri 63106, is desirous of acquiring the entire interest in and to said invention, said application and all patents to be obtained therefrom.

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over, and by these presents do hereby sell, assign and set over unto the said GPX, Inc. (Assignee), and said Assignee's legal representatives, successors, the entire right, title and interest, for the whole world, in and to said invention and said application, as well as any subsequent application which claims priority based upon the filing date of said application identified and the patents, both domestic and foreign, that may or shall result therefrom including the right to claim in respect of any subsequent United States and foreign patent applications and patents, the priority date of said application under any United States statute and international convention or treaty; and we do hereby authorize and request the issuance of said patents, domestic and foreign, conformably to the terms of this Agreement.

UPON SAID CONSIDERATION, we do hereby covenant and agree with said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and so such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining provisional, original, continuation, continuation-in-part, divisional, reissued, reexamined or extended patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and invert to the benefit of the assigns and legal representatives of all parties hereto.

<u>12/29/04</u> Date

Samir Bhakta

#806742 v1 105185-52733

# PATENT REEL: 016166 FRAME: 0626

#### 105185-CDP3805

## ASSIGNMENT AND AGREEMENT

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WHEREAS, I, Samir Bhakta of the City of Ofallon and in the State of Missouri (ASSIGNOR) have invented certain new and useful improvements which are described and claimed in the application filed herewith for United States Patent entitled

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WHEREAS, GPX, Inc. having its principal place of business at 900 North 23<sup>rd</sup> Street, St. Louis, Missouri 63106, is desirous of acquiring the entire interest in and to said invention, said application and all patents to be obtained therefrom.

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over, and by these presents do hereby sell, assign and set over unto the said GPX, Inc. (Assignee), and said Assignee's legal representatives, successors, the entire right, title and interest, for the whole world, in and to said invention and said application, as well as any subsequent application which claims priority based upon the filing date of said application identified and the patents, both domestic and foreign, that may or shall result therefrom including the right to claim in respect of any subsequent United States and foreign patent applications and patents, the priority date of said application under any United States statute and international convention or treaty; and we do hereby authorize and request the issuance of said patents, domestic and foreign, conformably to the terms of this Agreement.

UPON SAID CONSIDERATION, we do hereby covenant and agree with said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and so such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining provisional, original, continuation, continuation-in-part, divisional, reissued, reexamined or extended patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representative of all parties hereto.

12/29/04 Date

Samir Bhakta

#806742 v1 105185-52733

# PATENT REEL: 016166 FRAME: 0627

**RECORDED: 01/03/2005**