

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Media Access Solutions, L.L.C.	08/29/2003
RECEIVING PARTY DATA	
Name:	AMX Corporation
Street Address:	3000 Research Drive
City:	Richardson
State/Country:	TEXAS
Postal Code:	75082
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10232547
CORRESPONDENCE DATA	
Fax Number:	(214)999-3623
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149994266
Email:	ip@gardere.com
Correspondent Name:	Robert J. Ward
Address Line 1:	1601 Elm Street
Address Line 2:	Thanksgiving Tower, Suite 3000
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	126239.1026
NAME OF SUBMITTER:	Robert J. Ward
Total Attachments: 4 source=assgnmt for AMX and Media#page1.tif source=assgnmt for AMX and Media#page2.tif source=assgnmt for AMX and Media#page3.tif	

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ASSIGNMENT

This ASSIGNMENT dated as of August 29, 2003 ("**Effective Date**"), is made by and between Media Access Solutions, L.L.C., a New Jersey limited liability company ("**Assignor**") and AMX Corporation, a Texas corporation ("**Assignee**"). Capitalized terms used without definition herein shall have the meanings specified in that certain Asset Purchase Agreement, dated as of August 29, 2003 (the "**Purchase Agreement**"), by and among Assignor and Assignee.

Recitals:

WHEREAS, Assignor owns the entire right, title and interest in and to a certain new and useful invention entitled, "MULTI-MEDIA SYSTEM AND METHOD", for which an application for Letters Patent of the United States was filed on August 29, 2003 having U.S. Patent Application Serial Number 10/232,547;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said invention.

Agreement:

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment

1.1 Assignor hereby assigns, sells, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to said invention as set forth in the above-mentioned application, including any original, continuations, continuations-in-part, divisions, reissues, reexaminations or extensions thereof, and in and to any and all patents of the United States and foreign countries that may be issued for said invention, including without limitation, any and all rights of enforcement with respect thereto, including all rights to sue or recover for the past, present and future infringement thereof, and any and all causes of action related thereto.

1.2 Upon Assignee's request and at Assignee's expense, Assignor agrees to assist Assignee to evidence and perfect the assignment herein. Assignor will execute all documents and deliver all assurances Assignee may request for such purpose.

1.3 If Assignee is unable, for any reason whatsoever, to secure Assignor's signature to any document that Assignor has been requested to execute pursuant to Section 1.2 hereto, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. Assignor hereby declares that the foregoing power is coupled with an interest and, as such, is irrevocable.

2. Miscellaneous

2.1 Governing Law. This Assignment, including without limitation, the interpretation, construction and validity hereof, shall be governed by the Laws of the state of Texas.

2.2 Entire Agreement. This Assignment supersedes any other agreement, whether written or oral, that may have been made or entered into by any party or any of their respective affiliates (or by any director, officer or representative thereof) relating to the matters contemplated hereby. This Assignment constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among such parties or their affiliates except as expressly set forth herein.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered by its respective representatives as of the Effective Date.

ASSIGNOR:

MEDIA ACCESS SOLUTIONS, L.L.C.

ASSIGNEE:

AMX CORPORATION

By: Benjamin Rosner
Name: Benjamin Rosner
Title: Principal

By: _____
Name: _____
Title: _____

On the 29 day of August, 2003, before me personally appeared Benjamin Rosner ("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

Linda Castel
NOTARY PUBLIC
My Commission expires: _____
[Seal]
Linda Castel
Notary Public of New Jersey
No. 2265425
My Commission Expires October 6, 2005

On the ____ day of August, 2003, before me personally appeared

("Assignee"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

NOTARY PUBLIC
My Commission expires: _____
[Seal]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered by its respective representatives as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

MEDIA ACCESS SOLUTIONS, L.L.C.

AMX CORPORATION

By: _____
Name: _____
Title: _____

By: Scott D. Norder
Name: Scott D. Norder
Title: Vice President

On the ____ day of August, 2003, before me personally appeared

("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

On the 29th day of August, 2003, before me personally appeared

Scott D. Norder
("Assignee"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

NOTARY PUBLIC
My Commission expires:
[Seal]

Bozana Losich
NOTARY PUBLIC
My Commission expires: 3-24-07
[Seal]

