

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mr. Michael J. Wurtz	02/28/2006

RECEIVING PARTY DATA

Name:	The Timao Group, Inc.
Street Address:	15954 SW 72nd Avenue
City:	Portland
State/Country:	OREGON
Postal Code:	97224

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6625287
Patent Number:	6704428
Patent Number:	6735316
Application Number:	10201540
Application Number:	10624906
Application Number:	10796526
Application Number:	60076154
Application Number:	60123150
Application Number:	60220781
Application Number:	60397888
Application Number:	60701067

CORRESPONDENCE DATA

Fax Number: (503)224-7819

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PATENT

500087410

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OP \$440.00 6625287

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Address Line 2: Suite 1500
Address Line 4: Portland, OREGON 97205

ATTORNEY DOCKET NUMBER:

TIMAO GROUP

NAME OF SUBMITTER:

Jennifer L. Rollins

Total Attachments: 5

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ASSIGNMENT OF PATENTS, APPLICATIONS, AND OTHER PROPERTY

Inventor: Michael J. Wurtz
15954 SW 72nd Avenue
Portland, OR 97224

Assignor: Michael J. Wurtz
15954 SW 72nd Avenue
Portland, OR 97224

Assignee: The Timao Group, Inc.
15954 SW 72nd Avenue
Portland, OR 97224

Dated as of: FEB 28th, 2006

Patents & Applications: Listed in **Exhibit A** attached hereto and incorporated herein.

1. This Assignment of Patents, Applications, and Other Property ("Assignment") is made by Michael J. Wurtz ("Assignor") in favor of The Timao Group, Inc., an Oregon corporation ("Assignee").

2. **"Inventions"** mean all of Assignor's (i) USA and foreign patents and patent applications that are listed in **Exhibit A** hereto (collectively, "Patents and Applications") and all extensions, continuations, reexaminations, reissues, and renewals relating to the Patents and Applications, and (ii) inventions, creations, ideas, designs, drawings, data, specifications, drafts, samples, techniques, technology, devices, tools, equipment, records, documents, trade secrets, and other useful intellectual property, proprietary information, or tangible or intangible rights that relate to or arise from, directly or indirectly in any manner, either the Patents and Applications or Assignee's or its affiliates' businesses, products, or services. **"Modifications"** mean all alterations, additions, modifications, enhancements, and improvements made to any of the Inventions or any part thereof. **"Derivative Rights"** mean all patents, patent applications, patent extensions, patent continuations, patent reexaminations, patent reissues, patent renewals, inventions, creations, ideas, designs, drawings, data, specifications, drafts, samples, techniques, technology, devices, tools, equipment, records, documents, trade secrets, and other useful intellectual property, proprietary information, or tangible or intangible rights that relate to or arise from, directly or indirectly in any manner, any of the Inventions or Modifications or any part thereof. **"Assigned Technology"** means all Inventions, Modifications, and Derivative Rights; provided, however, that "Assigned Technology" does not include any of the patents and patent applications that are listed in **Exhibit B** hereto.

3. Assignor, acting on behalf of himself and on behalf of all of his estates, heirs, executors, administrators, and assigns, does hereby unconditionally, fully, and irrevocably sell, assign, and transfer to Assignee and its successors and assigns all of Assignor's rights, title, and interests in and to all Assigned Technology, free and clear of all debts, liens, encumbrances, claims, demands, and third party rights, in exchange for good and valuable consideration provided by Assignor, the receipt and adequacy of which are hereby acknowledged by Assignor.

4. Assignor, acting on behalf of himself and on behalf of all of his estates, heirs, executors, administrators, and assigns, does hereby represent, warrant, and covenant to Assignee and its successors and assigns that: (i) there are no debts, liens, encumbrances, claims, demands, or third party rights relating to or affecting any of the Assigned Technology; (ii) Assignor has exclusive, complete, good, and marketable title to all of the Assigned Technology, free and clear of any and all debts, liens, encumbrances, claims, demands, or third party rights; (iii) Assignor has the unfettered right to sell, assign, transfer, and deliver all of the Assigned Technology to Assignee; (iv) there is no pending or threatened litigation relating to Assignor or to any of the Assigned Technology, except for the Oregon Federal lawsuit filed in 2005 ("Lawsuit") by Assignee's subsidiary ("Subsidiary"); (v) no patent maintenance fee, late payment fee, penalty, or interest is owed to the USA Patent Office with respect to any of the Assigned Technology; (vi) Assignor and his estates, heirs, executors, administrators, and assigns must forever warrant, indemnify, and defend the sale, assignment, transfer, and delivery of all of the Assigned Technology to Assignee and its successors and assigns against any and all debts, liens, encumbrances, claims, demands, or third party rights that relate to or affect any of the Assigned Technology and that are based on any fact or circumstance arising or existing before the date of this Assignment, except for the Lawsuit; and (vii) combined together, Exhibits A and B hereto contain a true, accurate, and complete list of all of Assignor's USA and foreign patents and patent applications.

5. Assignor must provide prompt written notice to Assignee and its successors and assigns of any and all debts, liens, encumbrances, claims, demands, or third party rights relating to or affecting any of the Assigned Technology. On the request of Assignee or its successors and assigns, Assignor and his estates, heirs, executors, administrators, and assigns must: (i) execute, deliver, and provide all documents, acts, or assurances (supplemental, confirmatory, or otherwise) requested by Assignee or its successors and assigns to carry out or confirm the provisions of this Assignment; (ii) testify in any and all legal proceedings relating to any of the Assigned Technology; and (iii) do everything possible to assist Assignee and its successors and assigns in obtaining and enforcing proper protection, including patent protection, for any of the Assigned Technology in the USA or in any foreign country.

6. Assignor has entered into an Amended and Restated Exclusive Licensing Agreement with Subsidiary ("Licensing Agreement"). Assignor, acting on behalf of himself and on behalf of all of his estates, heirs, executors, administrators, and assigns, does hereby represent, warrant, and covenant to Assignee and its successors and assigns that (i) with Subsidiary's consent, the Licensing Agreement is hereby terminated and therefore has no further legal force or effect, and (ii) no royalties are owed to Assignor under the Licensing Agreement or with respect to any of the Assigned Technology.

7. This Assignment contains the complete, final, and exclusive integrated assignment made by Assignor in favor of Assignee and its successors and assigns respect to the Assigned Technology, and this Assignment supersedes any and all other assignments relating to any of the Assigned Technology. Assignee and its successors and assigns are the intended beneficiaries of this Assignment; consequently, on Assignor's execution of this Assignment, all of the Assigned Technology is held and enjoyed by Assignee for the use and benefit of Assignee and its successors and assigns, including for the full extent of the term for which patents may be granted

in the USA or in any foreign country. This Assignment applies to, binds, and inures to benefit of Assignor and Assignee and their respective estates, heirs, executors, administrators, successors, and assigns.

8. For every dispute regarding the subject matter of this Assignment: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of Oregon and agrees that those courts have personal jurisdiction over each party; and (iii) venue must be in Multnomah County. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

9. This Assignment is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. This Assignment has been drafted jointly by the parties and must be construed in accordance with the fair meaning hereof. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. "Or" is not exclusive in its meaning. "Herein," "hereof," and similar terms refer to this Assignment as a whole and not merely to the specific paragraph or clause where they appear. "Including" means "including, but not limited to."

10. All representations, warranties, and covenants contained in this Assignment are deemed to be material and to have been relied on by the parties and survive the date hereof until the expiration of the applicable statute of limitations. The representations and warranties set forth in this Assignment are not affected by any investigation, verification, or examination by any party or by anyone on behalf of any the party.

Executed in Portland, Oregon, on FEB 28th, 2006.

Assignor:


Michael J. Wurtz

Accepted by The Timao Group, Inc. (Assignee)

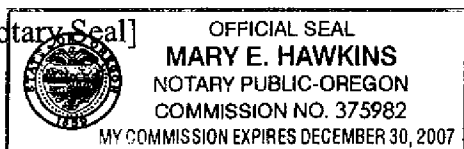
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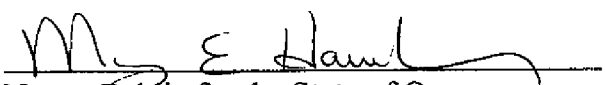
Allan K. Schrader, President

STATE OF OREGON)
) ss.
County of Clackamas)

This Assignment of Patents, Applications, and Other Property ("Assignment") was acknowledged, sworn, and declared before me on this 28 day of February, 2006, by Michael J. Wurtz, who personally appeared before me and who acknowledged to me that he executed this Assignment by his own voluntary act and deed and by his own free will, for the purposes expressed in this Assignment.

[Notary Seal]




Notary Public for the State of Oregon

My commission expires on 12-30-2007

EXHIBIT A: INCLUDED PATENTS AND APPLICATIONS

Title	Application Number	Country	Filing Date	Patent Number	Issue Date
Enhancing Automatic Noise Reduction Using Negative Output Resistance	09/261,476	USA	2-26-99	6,625,287	9-23-03
Automatic Turn-On And Turn-Off Control For Battery Powered Headsets (I)	09/518,917	USA	3-6-00	6,704,428	3-9-04
Automatic Turn-On And Turn-Off Control For Battery Powered Headsets (II)	10/796,526	USA	3-9-04		
Cup-In-A-Cup Structure And Assembly Method For Active-Noise-Reduction Headsets	09/916,191	USA	7-25-01	6,735,316	5-11-04
Headset With Auxiliary Input Jack(s) For Cell Phone and/or Other Devices	10/624,906	USA	7-22-03		
Active-Noise-Reduction Headsets With Front-Cavity Venting	10/201,540	USA	7-22-02		
Temperature Compensated Negative Output Resistance Amplifier	60/076,154	USA	2-26-98		
Automatic Turn-On And Turn-Off Control For Battery Powered Headsets (I)	60/123,150	USA	3-5-99		
Cup-In-A-Cup Structure And Assembly Method For Active-Noise-Reduction Headsets	60/220,781	USA	7-25-00		
Headset With Auxiliary Input Jack(s) For Cell Phone and/or Other Devices	60/397,888	USA	7-22-02		
In-The-Ear Headset And Headphone Enhancements	60/701,067	USA	7-19-05		

EXHIBIT B: EXCLUDED PATENTS AND APPLICATIONS

Title	Application Number	Country	Filing Date	Patent Number	Issue Date
Plug-In, Cell-Phone-Compatible, Boom Microphone For ANR Headphones	60/563,716	USA	4-20-04		
Mobile-Telephone Adapters For Automatic-Noise-Reduction Headphones	11/111,482	USA	4-20-05		
LED Flashlight Technology	N/A				
Loudspeaker Designs	N/A				
4-Quadrant Analog Multiplier Circuitry	N/A				