

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Maxxsonics Europe GmbH	03/10/2006
RECEIVING PARTY DATA	
Name:	Maxxsonics USA Inc.
Street Address:	570 Telser Rd.
City:	Long Grove
State/Country:	ILLINOIS
Postal Code:	60047
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D484494
CORRESPONDENCE DATA	
Fax Number:	(312)236-7516
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	patentschgo@dlapiper.com
Correspondent Name:	DLA PIPER US LLP
Address Line 1:	203 N. LaSalle St., Suite 1900
Address Line 2:	Attn: Patent Group
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	MAX-06-6195
NAME OF SUBMITTER:	R. Blake Johnston
Total Attachments: 11 source=MAXASSIGN2#page1.tif source=MAXASSIGN2#page2.tif source=MAXASSIGN2#page3.tif source=MAXASSIGN2#page4.tif source=MAXASSIGN2#page5.tif	

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DATED

10thth MARCH 2006

(1) MAXXSONICS USA INC.
as Purchaser

- and -

(2) MAXXSONICS EUROPE GMBH
as Seller

INTELLECTUAL PROPERTY PURCHASE, ASSIGNMENT AND
LICENCE AGREEMENT

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THIS AGREEMENT is made on 2nd March 2006

BETWEEN

- (1) **Maxxsonics USA Inc.**, a company duly organized and validly existing under the laws of Illinois, USA having its principal place of business at 570 Telsar Rd., Long Grove, IL 60047, USA (the "Purchaser"); and
- (2) **Maxxsonics Europe GmbH**, a limited liability company (Gesellschaft mit beschränkter Haftung) incorporated under the laws of Germany and registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Mosbach with registration number HR B 1858 and registered office at Neckarstrasse 20, 74847 Obrigheim, Germany (the "Seller").

PREAMBLE

The Seller is the proprietor and beneficial owner of certain Intangible Assets. The Seller has agreed to sell and assign such Intangible Assets to the Purchaser and the Purchaser has agreed to grant the Seller a royalty-free, non-exclusive and non-transferable license for the use of such Intangible Assets within the Territory, on the terms set out in this Agreement.

I. SALE AND ASSIGNMENT OF INTANGIBLE ASSETS

1. The Seller hereby sells, assigns, conveys and transfers to Purchaser all rights, titles, and interests throughout the world in and to all Intangible Assets, which are in the ownership of the Seller on the effective date of this Agreement, including all patents, trademarks, domains, design patents, utility models, any pending applications, the right of continued usage of the company name of the Seller, any and all goodwill and similar assets related to the business of the Seller, including but not limited to rights in commercial expertise, certificates of invention, inventions, copyrights, copyrighted material, mask works, trade secrets, know-how, inventions, designs, drawings, schematics, data models, verification and validation environments, technical documentation including laboratory logs, quality control documentation,

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equipment, testing procedures, manufacturing specifications and databases (including client and supplier databases), in process research and development, and administrative and marketing procedures and any other intangible assets not covered by intellectual property rights, as well as all portrayals of such items, such as contractual documents, documents concerning the organization of administration and marketing, supplier and customer documents, lists (including lists of customers, potential customers, licensees, potential licensees, suppliers and produce prices), marketing, advertising, design and other strategies, governmental authorizations and permits, written descriptions as well as correspondence and other business documents, including but not limited to the intangible assets listed in **Appendix 1** (collectively referred to in this Agreement as the "Intangible Assets"). The Intangible Assets also includes any inchoate rights (*Anwartschaftsrechte*) regarding the purchase and/ or assignment of any Intangible Assets described in this clause as well as all usage rights and any other rights attached to any Intangible Assets described in this clause.

2. To the extent an assignment under clause 1.1 of any of the Intangible Assets is not effective, the Seller grants to the Purchaser a worldwide, exclusive, unlimited, transferable and sub-licensable exploitation right to such Intangible Asset.

II. Duty to Cooperate

After payment of the amount of the purchase price, which is due after signing of the Agreement, and upon request of the Purchaser, the Seller shall execute and deliver at no charge to the Purchaser all documentation required to perfect and record the transfer of the registered Intangible Assets as listed in **Appendix 1** with the respective registries as well as a list of all Intangible Assets not listed in **Appendix 1**.

III. Warranties

Seller represents and warrants to the Purchaser the following:

- Seller has the right, power and authority to enter into this Agreement;

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- Seller is the exclusive owner of all rights, titles and interests throughout the world in and to the Intangible Assets;
- the Intangible Assets are free of any liens, security interests, encumbrances or licenses;
- the Intangible Assets does not infringe the rights of any person or entity;
- there are no claims, pending or threatened, with respect to the Seller's rights in the Intangible Assets;
- Seller will not contest in any way the validity of Intangible Assets.

IV. Purchase Price

1. The purchase price for all the Intangible Assets is EUR 500,000.00
2. The purchase price is due and has to be paid as follows:
 - EUR 250,000.00 after signing of the Agreement;
 - EUR 250,000.00 after the execution of the transfer of the registered Intangible Assets listed in Appendix 1 with the respective registries.
3. The purchase price is net and free of any applicable value added or other tax for which the Purchaser shall be additional liable. The Purchaser shall bear all costs related to or associated with its payment. The purchase price is fixed and not subject to any adjustment or revision whatsoever.
4. The Purchaser has the right to set off any other claim it has against the Seller against the purchase price

V. License

1. Purchaser hereby grants to the Seller a royalty-free, non-exclusive and non-transferable license to use the Intangible Assets within the Territory in the course of its business. This license is granted royalty-free due to the fact that the Seller is currently not in an economic position to pay a license fee, as it is in a start-up stage.

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If and when the economic situation of the Seller changes in the future, the Parties will agree to the payment of a license fee usual for agreements of this type.

2. The license is granted world-wide in such territories in which the Intangible Assets exist as of the date of this Agreement (the "Territory").
3. The Intangible Assets shall at all times be used by the Seller in accordance with the internal policies and procedures for usage of such Intangible Assets as issued by the Purchaser from time to time.
4. Seller acknowledges that all rights in the Intangible Assets belong to the Purchaser, and the Seller agrees that it will not at any time question these rights of the Purchaser in the Intangible Assets. Seller further acknowledges that its use of the Intangible Assets shall not create any right, title or interest in the Seller, but all uses of the Intangible Assets by the Seller shall inure to the benefit of the Purchaser.
5. The Seller shall indemnify and hold harmless the Purchaser from and against all claims, suits, losses, damages and expenses (including without limitation, court costs and attorney's fees) arising out of any and all activities of the Seller. This indemnification applies also to product liability claims.
6. The Seller shall promptly notify the Purchaser in writing if any infringement claim shall be made against the Seller by a third party arising from the Seller's use of the Intangible Assets and/or the Seller gets aware of any infringement or challenger of the rights of the Purchaser in the Intangible Assets. The Purchaser shall have the exclusive right, but not the obligation, to commence actions or proceedings against infringers. All amounts received by the Purchaser in connection with any infringement action shall be property of the Purchaser. The Seller shall take no action against infringers unless requested to do so by the Purchaser in which event the Seller shall - to its own expenses - promptly undertake every action and proceedings necessary to defend the rights of the Purchaser. The Seller and Purchaser shall render to each other such assistance reasonably required by the other in order to defend against claims of any nature relating to the use of the

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Intangible Assets. The terms of this clause shall survive the expiration or termination of this Agreement, and shall remain valid and in force indefinitely.

7. Notwithstanding the right of each party to terminate this license agreement for grave cause with immediate effect, it may also be terminated by the Purchaser upon 12 month prior written notice for the end of the month.
8. Upon end of the termination period pursuant to section 7 of this Agreement the Seller shall immediately cease to use the Intangible Assets, or any confusingly similar mark, trade name, trade dress, logo or design, or any variation or modification or simulation thereof, and shall also immediately cease to use any trademarks, copyrights, company names, trade names, logos, designs, get-up or other proprietary rights associated with the Intangible Assets.
9. The Seller shall within the termination period of 12 months (section 7), upon the election of the Purchaser, either (i) sell all or part of the remaining stocks based upon or marked with any of the Intangible Assets to third parties, or (ii) sell at cost all or part of such stocks to the Purchaser or one or more of the Purchaser's affiliated companies.

VI. Miscellaneous

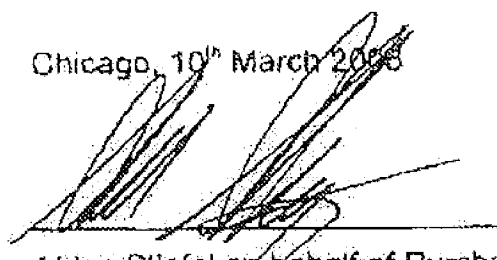
1. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
2. This Agreement, including this clause, may be amended only by a written agreement signed by both parties.
3. Any part or provision of this Agreement which may be held for any reason to be invalid, unenforceable in or in conflict with the applicable laws shall be ineffective to the extent of such illegality, invalidity, unenforceability or conflict, and shall be replaced with a part or provision that accomplishes, to the extent possible, the

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original purpose of such part or provision in a valid and unenforceable manner, without affecting, impairing or invalidating the remaining provisions in any other jurisdiction, which provisions shall remain binding upon the parties hereto and in full force and effect.

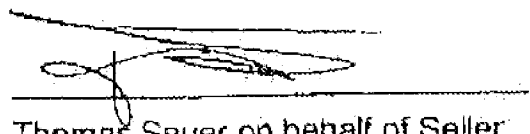
4. The execution, implementation, interpretation and performance of this Agreement, is construed in accordance with the promulgated laws and regulations of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. Legal venue with respect to any dispute arising out of or in connection with this agreement is Frankfurt a.M., Germany.
5. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

Chicago, 10th March 2006



Alden Stiefel on behalf of Purchaser

Obrigheim, 10th March 2006



Thomas Sauer on behalf of Seller

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1. Trademarks

APPENDIX 1

Mark	Kind	Country	Owner	Reg. no.	Application Date	Expiry Date	Class
MB	National	Germany	Maxxsonics Europe GmbH	399 39 989	09.07.1999	31.07.2009	9 20
MB	EU	EU	Maxxsonics Europe GmbH	00 1 085 828	25.02.1999	24.02.2009	9 20
MB QUART	National	Germany	Maxxsonics Europe GmbH	2 026 468	19.09.1991	29.09.2011	9 20
MB QUART	EU	EU	Maxxsonics Europe GmbH	00 1 085 711	25.02.1999	24.02.2009	9 20
MB QUART	IR	Egypt	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Benelux	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Bulgaria	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	China	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	France	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Italy	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Yugoslavia	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Croatia	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Liechtenstein	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Monaco	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Austria	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Portugal	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Romania	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Russian Federation	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9, 20
MB QUART	IR	San Marino	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Switzerland	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9, 20
MB QUART	IR	Slovakia	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Slovenia	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Spain	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9
MB QUART	IR	Czech Republic	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
MB QUART	IR	Ukraine	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9

IP Protection Management and Licensing (PML) GmbH, 06623306

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MB QUART	IR	Hungary	Maxxsonics Europe GmbH	599 680	06.03.1993	05.03.2013	9 20
Octa	National	Germany	Maxxsonics Europe GmbH	396 40 583	18.09.1996	29.09.2006	9
Quart	National	Germany	Maxxsonics Europe GmbH	1 064 698/9	05.10.1983	30.10.2013	9
Quart	National	Germany	Maxxsonics Europe GmbH	2 002 395	17.10.1990	31.10.2010	20
QUART LINE	National	Germany	Maxxsonics Europe GmbH	399 07 213	09.02.1999	27.02.2009	9
QUART LINE	EU	EU	Maxxsonics Europe GmbH	00 123 5720	09.07.1999	08.07.2009	9
QUART MOBIL	National	Germany	Maxxsonics Europe GmbH	1 145 685	18.01.1989	30.01.2009	9
QUART PHONE	National	Germany	Maxxsonics Europe GmbH	1 145 686	18.01.1989	30.01.2009	9
QUART PRO	National	Germany	Maxxsonics Europe GmbH	1 149 481	14.03.1989	30.03.2009	9
SOVEREIGN	National	Germany	Maxxsonics Europe GmbH	39409436	24.12.1994	31.12.2014	9
TRANSQUART	National	Germany	Maxxsonics Europe GmbH	2092600	19.07.1994	31.07.2014	9
VERA	EU	EU	Maxxsonics Europe GmbH	2855922	12.09.2002	11.09.2012	9
VOYAGER	National	Germany	Maxxsonics Europe GmbH	397 05 012	06.02.1997	27.02.2007	9
X-NOVA	National	Germany	Maxxsonics Europe GmbH	300 14 954	28.02.2000	28.02.2010	9 20
THIRD ACOUSTICS GERMAN ENGINEERING	National	USA	Maxxsonics Europe GmbH	78544984	10.01.2005		9
THIRD	National	USA	Maxxsonics Europe GmbH	78544981	10.01.2005		9
THIRD ACOUSTICS	National	USA	Maxxsonics Europe GmbH	78544967	10.01.2005		9
MB and Chinese Characters for QUART	National	China	Maxxsonics Europe GmbH	3319519	28.10.2003	27.10.2013	9
MB and Design	National	Thailand	Maxxsonics Europe GmbH	TM 117861	30.12.2000	01.10.2010	9
MB Quart	National	Australia	Maxxsonics Europe GmbH	564189	25.09.1991	25.09.2008	9
MB Quart	National	Finland	Maxxsonics Europe GmbH	129044	22.11.1993	22.11.2013	9, 20
MB Quart	National	Greece	Maxxsonics Europe GmbH	106978	10.12.1991	10.12.2011	9, 20
MB Quart	National	Hong Kong	Maxxsonics Europe GmbH	B3658/1994	08.10.1991	08.10.2012	9
MB Quart	National	Korea Rep.	Maxxsonics Europe GmbH	258801	23.02.1993	23.02.2013	39
MB Quart	National	New Zealand	Maxxsonics Europe GmbH	700963	29.03.2004	03.09.2013	9, 20

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MB Quant	National	Norway	Maxxsonics Europe GmbH	159445	07.10.1993	07.10.2013	9, 20
MB Quant	National	Singapore	Maxxsonics Europe GmbH	T9109089A	07.10.1991	07.10.2011	9
MB Quant	National	Sweden	Maxxsonics Europe GmbH	241141	02.10.1992	02.10.2012	9
MB Quant	National	Taiwan	Maxxsonics Europe GmbH	512206	01.05.1993	15.01.2011	9 (IC88)
MB Quant	National	Thailand	Maxxsonics Europe GmbH	169247	11.02.1992	11.02.2012	9
MB Quant	National	Thailand	Maxxsonics Europe GmbH	TM167368	11.02.1992	10.02.2012	9
MB Quant	National	United Kingdom	Maxxsonics Europe GmbH	1477207	11.03.1994	19.09.2008	9
MB Quant	National	USA	Reg. by MB USA, assignment recorded	74545648	05.07.1994		
MB Quant	National	USA	Reg. by MB USA, assignment recorded	74540016	20.06.1994		
MB Quant	National	USA	Reg. by MB Quant, assignment recorded	74540015	20.06.1994		
Musxcom	National	USA	Rockford Corp.	74676239	15.05.1995		
Balcom	National	USA	Rockford Corp.	74687468	04.06.1998		
MB Quant	National	Canada	Rockford Corp.	TMA467266	12.06.1996		
MB and Design	National	Thailand	Rockford (Europe) Elektronik	TM 117661	01.11.1990	01.10.2010	9
MB Quant	National	Indonesia	Rockford Corp.	516425	10.08.2001	10.08.2011	20
MB Quant	National	Indonesia	Rockford Corp.	516424	10.08.2001	10.08.2011	9
MB Quant	National	Saudi Arabia	Rockford Corp.	86955 (Appl.)	30.12.2003		9
MB Quant	National	United Arab Emirates	Rockford Corp.	58051 (Appl.)	29.12.2003		9
Vera		USA	Rockford Corp.	2, 809,456	??	??	S

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2. Design Rights

Country	Owner	Reg. no.	Application Date	Expiry Date
Germany	Maxxsonics Europe GmbH	M9610203.9	27.11.1996	27.11.2006
Germany	Maxxsonics Europe GmbH	M9609882.1	15.11.1996	15.11.2006
Germany	Maxxsonics Europe GmbH	M9504032.3	19.05.1995	19.05.2010
USA	Rockford Corporation	US D484,494	19.11.2002	

3. Domain names

www.mbquant.de

www.mbquant.com

www.mbquant.org

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