

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Hearing Enhancement Company LLC, a Virginia limited liability company having offices at 2840 Hershberger Road, Suite A, Roanoke, VA 24017 ("**Assignor**"), does hereby sell, assign, transfer and convey unto Akiba Electronics Institute LLC, a Delaware limited liability company, having an office at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("**Assignee**"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "**Patent Rights**"): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to any of the foregoing categories (a), (b), (c) and (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to

- (i) damages,
- (ii) injunctive relief and
- (iii) other remedies of any kind

for past, current and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the foregoing.

PATENTS TO BE ASSIGNED

Patent or Application No. ¹	Country	Filing Date ²	Title ³
6,772,127	U.S.	12/10/2001	Techniques for Accommodating Primary Content (Pure Voice) Audio and Secondary Content Remaining Audio Capability in the Digital Audio Production Process
6,351,733	U.S.	05/26/2000	Techniques for Accommodating Primary Content (Pure Voice) Audio and Secondary Content Remaining Audio Capability in the Digital Audio Production Process
60/186,357	US	3/2/00	Techniques for Accommodating Primary Content (Pure Voice) Audio and Secondary Content Remaining Audio Capability in the Digital Audio Production Process
PCI/US01/06843	WO	3/2/01	A System for Accommodating Primary and Secondary Audio Signal
EP 01 916 361.7 (PCI/US01/06843)	EP	3/2/01	A System for Accommodating Primary and Secondary Audio Signal
MX 2002-08573 (PCI/US01/06843)	MX	3/2/01	A System for Accommodating Primary and Secondary Audio Signal
10/314,998	US	12/10/02	Method and Apparatus for Accommodating Primary Content Audio and Secondary Content Remaining Audio Capability in the Digital Audio Production Process

Patent or Application No. ¹	Country	Filing Date ²	Title ³
IL147057 (PCT/US00/16068)	IL	6/13/00	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
JP2001-0502618 (PCT/US00/16068)	JP	6/13/00	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
MX 228,553 (PCT/US00/16068)	MX	6/13/00	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
NO20016090 (PCT/US00/16068)	NO	6/13/00	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
10/713,262	US	11/17/03	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
6,311,155	U.S.	05/26/2000	Use of VRA in Consumer Applications
6,912,501	US	08/23/2001	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
08/907,503	US	8/8/97	Listening Enhancement System and Method
09/059,303	US	4/14/98	Listening Enhancement System and Method
09/059,304	US	4/14/98	Listening Enhancement System and Method
09/059,307	US	4/14/98	Improved Hearing Enhancement System and Method
PCT/US98/10694	WO	5/26/98	Improved Hearing Enhancement System and Method

Patent or Application No.¹	Country	Filing Date²	Title³
PCT/US98/10693	WO	5/26/98	Improved Listening Enhancement System and Method
60/109,506	US	11/23/98	Special Application Digital Audio Decoder
PCT/US99/08055	WO	4/14/99	User Adjustable Volume Control that Accommodates Hearing
AU 1999/36406 (PCT/US99/08055)	AU	4/14/99	User Adjustable Volume Control that Accommodates Hearing
BR9909675-7 (PCT/US99/08055)	BR	4/14/99	User Adjustable Volume Control that Accommodates Hearing
CA2328353 (PCT/US99/08055)	CA	4/14/99	User Adjustable Volume Control that Accommodates Hearing
ZL99807367.9 (PCT/US99/08055)	CN	4/14/99	User Adjustable Volume Control that Accommodates Hearing
EP1076928 (PCT/US99/08055)	EP	4/14/99	User Adjustable Volume Control that Accommodates Hearing
JP 2000-544061 (PCT/US99/08055)	JP	4/14/99	User Adjustable Volume Control that Accommodates Hearing
MX 2000-10027 (PCT/US99/08055)	MX	4/14/99	User Adjustable Volume Control that Accommodates Hearing
NO2000005163 (PCT/US99/08055)	NO	4/14/99	User Adjustable Volume Control that Accommodates Hearing

Patent or Application No. ¹	Country	Filing Date ²	Title ³
09/673,275 (PCI/US99/08055)	US	10/13/00	User Adjustable Volume Control that Accommodates Hearing
60/180,220	US	2/4/00	Use of VRA in Consumer Applications
PCI/US01/02908	WO	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
BR0108081-4 (PCI/US01/02908)	BR	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
CA2399495 (PCT/US01/02908)	CA	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
ZL 01807567.3 (PCI/US01/02908)	CN	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
EP 01 903 410.7 (PCI/US01/02908)	EP	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
JP 2001-557209 (PCI/US01/02908)	JP	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
MX 233,188 (PCT/US01/02908)	MX	1/30/01	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
11/154,816	US	6/17/05	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
6,985,594	U.S.	06/14/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment

Patent or Application No. ¹	Country	Filing Date ²	Title ³
60/139,243	U.S.	6/15/1999	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment
PCT/US00/16376	WO	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment
00 944 676 (PCT/US00/16376)	EP	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment
2374879 (PCT/US00/16376)	CA	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment
ZL 00811618.0 (PCT/US00/16376)	CN	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment
774657 (PCT/US00/16376)	AU	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid & Auxiliary Equipment
08/852,239	US	5/6/1997	Hearing Enhancement System and Method
60/187,388	US	3/7/2000	Voice to Remaining Audio (VRA) Opportunity
P000102929	AR	6/14/2000	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
NI-152,129	TW	6/14/2000	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
P000102930	AR	6/14/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
NI-164,361	TW	6/15/2000	Voice-to-Remaining Audio

Patent or Application No. ¹	Country	Filing Date ²	Title ³
			(VRA) Interactive Hearing Aid and Auxiliary Equipment
IN/PCI/00/00288/DEL (PCT/US99/08055)	IN	4/14/1999	User Adjustable Volume Control that Accommodates Hearing
IN/PCI/01/01175/DEL (PCT/US00/16068)	IN	6/13/2000	Voice-to-Remaining Audio (VRA) Interactive Center Channel Downmix
PI0011644-0 (PCT/US00/16376)	BR	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
IN/PCT/01/01174/DEL (PCT/US00/16376)	IN	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
147,056 (PCT/US00/16376)	IL	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
2001-502,617 (PCT/US00/16376)	JP	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
235,727 (PCT/US00/16376)	MX	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
20016091 (PCT/US00/16376)	NO	6/15/2000	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
2001-1231228 (PCT/US01/02908)	AU	1/30/2001	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
IN/PCT/02/00753/DEL (PCT/US01/02908)	IN	1/30/2001	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications

<u>Patent or Application No.¹</u>	<u>Country</u>	<u>Filing Date²</u>	<u>Title³</u>
2,257,676 (PCI/US01/02908)	RU	1/30/2001	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
10-2002-7010006 (PCI/US01/02908)	KR	1/30/2001	Use of Voice-to-Remaining Audio (VRA) in Consumer Applications
2001-1243395 (PCT/US01/06843)	AU	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
PI0108904-8 (PCI/US01/06843)	BR	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
2,401,798 (PCI/US01/06843)	CA	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
ZL-01809005.2 (PCT/US01/06843)	CN	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
IN/PCI/02/00867/DEL (PCI/US01/06843)	IN	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
151,546 (PCT/US01/06843)	IL	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
2001-563,565 (PCI/US01/06843)	JP	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
2002-126,217 (PCI/US01/06843)	RU	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal
2002-7011521 (PCI/US01/06843)	KR	3/2/2001	A System for Accommodating Primary and Secondary Audio Signal

Exhibit A

Patent or Application No. ¹	Country	Filing Date ²	Title ³
HK1,056,449	HK	11/27/2003	Use of VRA in Consumer Application
*PCI/US03/38741	WO	12/8/2003	Method and Apparatus for Accommodating Primary Content Audio and Secondary Content Remaining Audio Capability in the Digital Audio Production Process

1 - For foreign patents claiming priority to a PCT Application, the PCT application number is also provided.

2 - For foreign patents claiming priority to a PCT application, the PCT priority date is provided.

3.- For foreign patents claiming priority to a PCT application, the title of the PCT application is provided.

Patent or Application No. ¹	Country	Filing Date ²	Title ³
02109419.2	HK	12/30/2002	Voice-to-Remaining Audio (VRA) Interactive Hearing Aid and Auxiliary Equipment
HK1,056,449	HK	11/27/2003	Use of VRA in Consumer Application
PCT/US03/38741	WO	12/8/2003	Method and Apparatus for Accommodating Primary Content Audio and Secondary Content Remaining Audio Capability in the Digital Audio Production Process

1 - For foreign patents claiming priority to a PCT Application, the PCT application number is also provided.

2 - For foreign patents claiming priority to a PCT application, the PCT priority date is provided.

3 - For foreign patents claiming priority to a PCT application, the title of the PCT application is provided.

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Laurel,

Virginia on June 13, 2006

ASSIGNOR

By: 

Name: Rohundrum

Title: President

(Signature MUST be notarized)

STATE OF Virginia)
City) ss.
 COUNTY OF Roanoke)

On June 13, 2006, before me, Ellen V. Blake,
 Notary Public in and for said State, personally appeared Rohundrum,
 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature

[Handwritten Signature]

(Seal)

My commission expires

11/30/08