Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Koninklijke Philips Electronics N.V.	12/31/2006

RECEIVING PARTY DATA

Name:	Philips Sound Solutions Belgium N.V.
Street Address:	Hoogveld 50
Internal Address:	B-9200
City:	Dendermonde
State/Country:	BELGIUM

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	10511973
Application Number:	10511975
Application Number:	11575772
Application Number:	11575773

CORRESPONDENCE DATA

Fax Number: (603)641-2353

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 603-627-8134

Email: ipadm@sheehan.com

Correspondent Name: Peter A. Nieves
Address Line 1: 1000 Elm Street
Address Line 2: P.O. Box 3701

Address Line 4: Manchester, NEW HAMPSHIRE 03105

ATTORNEY DOCKET NUMBER:	PSSASSIGN3
NAME OF SUBMITTER:	Peter A. Nieves

PATENT REEL: 019071 FRAME: 0893

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Total Attachments: 12
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Project Reagan

Update of November 8, 2006

A-Patents and A-Invention Disclosu

A-Patents and A-Invention Disclosures	ntion Disclosures									
	7	Patent Granted	Patent Pending	Patent To Be Filed		Patent Application Publication Number			AorB	
Status	File Number	Councies	Countries	Commiss	L = see note	(Application Numbe	7 Priority Date	i inventoris)	PatendilD	Title Carlot in the Carlot in
Dubliched Defent Application	DHBEODOOO3	CN TWILE	Б ПВ			MD 2001 7446	20 20 2000			
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Published Patent Application	PHBE010008	S	CNEP JP			WO 2003/015462	10.08.2001	Guido d'Hoorh	> ;	SPEAKER WITH SMAIL MOLINTING DEDTH
Published Patent Application	PHBE020009		CNEP JP KR US			WO 2003/092323	25.04.2002	Guido d'Hasah	>)	LOUDSPEAKER WITH DUAL MAGNET CIRCUIT
Published Patent Application	PHBE020010		CN EP JP TW US			WO 2003/082324	25.04.2002	Guido d'Hoogh	> :	LOUDSPEAKER WITH INVERTED MAGNET SYSTEM
Published Patent Application	PHBE020020	DE FR GB IT	CN JP US			WO 2004/017674	16.08.2002	Jozef Baeten	>	LOUDSPEAKER WITH COOLING DISK
Published Patent Application	PHN015839	S KR US	Fo		_	WO 1997/46046	31,05,1896		>	LONG-TRAVEL SPEAKER
Published Patent Application	PHN015840	DE FR GB KR TW US	Б		_	WO 1997/46047	31.05.1996		>	LONG-TRAVEL PASSIVE RADIATOR
Published Patent Application	PHN017468		₽		r	WO 2000/76031	07.06.1999	Guido d'Hoogh	>	PASSIVE RADIATOR WITH MULTIPLE MASS-SPRING SYSTEMS
								Guido d'Hoog		
Published Patent Application	PHN017629	SUWT	CN EP JP			WO 2001/18132	06.09.1999	David Corynen	Þ	PANEL SPEAKER WITH POLYPROPYLENE TWINWALL SHEET
Published Patent Application	PHNL030056		CNEP JP KR US			WO 2004/064448	14.01.2003		Þ	LOUDSPEAKER WITH TUNEABLE CRASH CONSTRUCTION
Published Patent Application	PHNL030257	,	CNEP JP US			WO 2004/080118	07.03.2003	David Corynen	Þ	PANEL SPEAKER WITH LOW RESONANCE TUNING ELEMENT
Published Patent Application	PHNL030540		EP JP KR US	S		WO 2004/100605	12.05.2003	David Corynen	Þ	HF TUNING ELEMENT WITH INTEGRATED MOUNTING
Published Patent Application	PHNL030946		CNEP JP KR US			WO 2005/015949	08.08.2003	David Corynen	>	FLAT SPEAKER WITH UNDULATED MEMBRANE
Published Patent Application	PHNL031033		CN EP JP KR US			VVO 2005/020630	22.08.2003	Jozef Baeten	➤	FLAT DOME-CONE LOUDSPEAKER
Published Patent Application	PHNL040120		CN EP JP KR US			WO 2005/015950	08.08.2003		Þ	SPEAKER MEMBRANE WITH FOLDS SECURED TO SPIDER
Published Patent Application	PHNL041109		Ø			WO 2006/035412	30.09.2004	David Corynen	>	REINFORCED ACOUSTIC MEMBER WITH DISTANCE LIPS
Published Patent Application	PHNL041110		Wo			WO 2006/035413	30.09.2004		>	PC/PMMA PISTONIC LOUDSPEAKER
Filed Patent Application	PHNL050221		ď			(IB2006/050003)	17.03.2005	David Corynen	➤	SPEAKER WITH REDUCED INTERFERENCE WOOFER-TWEETER
Filed Patent Application	PH005999			Wo		(EP06117103.9)	13.07.2006		Þ	Beaming point source loudspeaker
Published Patent Application	PHNL040271		WO			WO 2005/091678	11.03.2004		>	Wall reflecting surround with rotating spatiousness
Published Patent	PHN 016970	US				US6385327	16.6.1998	G D'Hoogh	>	Suspension with saddle roof elements
Filed Patent Application	PHNL050024		WO			(IB2006/050027)	06.01.2005	Jozef Baeten	>	CAGE-DRIVE LOUDSPEAKER
Filed Patent Application	PH001320			WO		(EP05108482.0)	15.09.2005	Annick Ermens	Þ	SPLIT-Range loudspeaker
Invention Disclosure	ID685181							Alex Geltmeyer	≻	Front air cooled drivers
Invention Disclosure	ID683917								>	Integration light relector
Invention Disclosure	ID684385							Jozef Baeten	>	WAVEcor Low frequency transducer with integrated standing wave correction
Filed Patent Application	PH007087			50		(ED06102862.4)	10 11 2006	Guido D'Hoogh	>	and an all the state of the sta
Filed Patent Application	PH005439			100		(ED06145135 3)	00.11.2000	Nearisoni wong	> >	Air Com Transfered to the mail confidence and renex enclosure
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Note: L means that for certain countries a reduction of annual maintenance fees is granted in exchange of a statement that patent holder is willing to grant licenses under reasonable conditions. This obligation can be turned back by paying all fees reductions granted before. Note: in column D (Patent Pending Countries) "EP" means that at least DE, FR, and GB are designated.

DE BRAUW BLACKSTONE WESTBROEK



Intellectual Property Rights Agreement

relating to

Project Reagan

between

Koninklijke Philips Electronics N.V.

and

PSS Belgium NV

Dated 31 December 2006

Tripolis 300 Burgerweeshuispad 301 1070 HR Amsterdam The Netherlands

Intellectual Property Rights Agreement



THE UNDERSIGNED:

- (1) Koninklijke Philips Electronics N.V., a limited liability company incorporated under the laws of the Netherlands, with corporate seat in Eindhoven, and having its address at Groenewoudseweg 1 (5621 BA) Eindhoven, the Netherlands (the "Seller"), and
- (2) PSS Belgium NV, a limited liability company incorporated under the laws of Belgium (the "Company");

WHEREAS:

- (A) Seller and BA Acquisition, LLC (the "Purchaser") have entered into a sale and purchase agreement dated 27 November 2006 (the "SPA") for the sale and purchase of the Business (as defined in the SPA); and
- (B) In connection with the SPA, Seller and the Company wish to confirm their agreement concerning the assignment and licensing of patents in respect of the Business whereby Seller will: (i) assign, or cause its Affiliates to assign certain intellectual property rights and certain Know-How related to the Business, and (ii) grant, or cause its Affiliates to grant, a licence under certain intellectual property rights and certain Know-How related to the Business.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

When used in this Intellectual Property Rights Agreement, the following terms shall have the meanings set forth below:

"A-Patents" shall mean the Patents and any Patents on invention disclosures as listed in <u>Annex</u> A to this Intellectual Property Rights Agreement.

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"Intellectual Property Rights Agreement" shall mean this agreement (including all Annexes hereto), as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Patents" shall mean patents, utility models and applications therefor, including any divisionals, continuations, re-examinations, renewals and re-issues thereof.



2 ASSIGNMENT OF A-PATENTS

- 2.1 Subject to the provisions of this clause 2, Seller assigns and agrees to cause its relevant Affiliates to assign to the Company the A-Patents, subject to any and all prior commitments of Seller and/or its Affiliates to third parties entered into prior to the Closing Date, and provided that subject to the provisions of clause 9.8.1 of the SPA, Seller and its Affiliates shall retain a non-exclusive, non-transferable, irrevocable, world-wide, fully paid-up license under all A-Patents (without the right to grant sub-licences) to manufacture, have manufactured or sell any product, or provide any service in relation to any such product, to the extent that such products are used in or in combination with products or systems sold by the Philips Group in the consumer electronics market. For the avoidance of doubt, such license of the A-patents to the Seller and its Affiliates shall not include any rights with respect to products or services in the automotive speaker business.
- 2.2 The Company shall bear all costs related to the assignment of the A-Patents from Seller to the Company pursuant to clause 2.1. Seller shall sign and execute all such documents and do all such things as are required for the assignment of the A-Patents to the Company under this Intellectual Property Rights Agreement.
- 2.3 The Company shall bear all costs of prosecution and maintenance of the A-Patents arising as from the Closing Date, including any remuneration payable to inventors in accordance with applicable national laws with respect to any of the A-Patents.
- 2.4 The Company hereby undertakes that it and its successors and assignees shall not enforce or authorize any third party to enforce any of the A-Patents assigned to it under clause 2.1 against Seller or any of its Affiliates.
- 2.5 Subject to clause 2.6, the Company hereby undertakes that it and its successors and assignees, prior to seeking to enforce or authorising any other party to enforce any of the A-Patents assigned to it under clause 2.1 against any third party, shall request written confirmation from Seller whether or not such third party is entitled to any rights under the A-Patents granted by Seller and/or any of its Affiliates under any prior agreement or prior commitment entered into prior to the Closing Date. If the Seller fails to provide such confirmation in writing within 30 days following receipt of such request, the Company may assume that such third party has not been granted any rights under the A-Patents by Seller and/or any of its Affiliates under any prior agreement or prior commitment entered into prior to the Closing Date.
- 2.6 It is confirmed that the Company does not acquire any rights accruing from ownership of the A-Patents prior to the Closing Date. Accordingly, the Company shall not have the right to sue and to collect damages in respect of any act of infringement committed prior to the Closing Date. Seller and its Affiliates shall not be obliged to take any action in relation to any third party for any act of infringement prior to the Closing Date.



IN WITNESS whereof the parties to this Agreement have executed this Agreement on the date written above.

KONINKLIJKE PHILIPS ELECTRONICS N.V.

By: L. Strammas Title: Afterney in fact

12/13

REEL: 019071 FRAME: 0900



IN WITNESS whereof the parties to this Agreement have executed this Agreement on the date written above.

PSS BELGIUM NV

By: L. Stanmars Title: Afternay - in fact

ANNEXES

ANNEX A - A-Patents and A-Patents on invention disclosures

ANNEX B - B-Patents and B-Patents on invention disclosures

ANNEX C - Trademarks

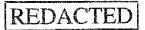
ANNEX D - Business Software

ANNEX E - Domain Names



ANNEX A

A-PATENTS AND A-PATENTS ON INVENTION DISCLOSURES



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SCHEDULE 7 CLOSING DATE PAYMENT LETTER

PHILIPS

Koninklijke Philips Electronics N.V.

BA Acquisition, LLC Attn Mr E. Evans 1209 Orange Street Wilmington County of Newcastle Delaware 19801 **USA**

Dear Mr. Evans,

Date: 31 December, 2006

We refer to the sale and purchase agreement ("SPA"), dated 27 November 2006, entered into between BA Acquisition, LLC ("Purchaser") and Koninklijke Philips Electronics N.V. ("Seller"). Terms used in this letter shall have the same meaning as attributed to them in the SPA.

In order to ensure that current operating cash is readily available in the disbursing accounts of the Group as of the Closing Date so as to not disrupt ongoing business, Purchaser has requested Seller to provide the Business on the Closing Date with cash in the aggregate amount of EUR 3,250,000 (three million two hundred and fifty thousand euro), as set out in the column "Operational Cash Needed" in the overview attached hereto as Annex 1. The cash has been provided to the Business by way of a loan. Seller has agreed with Purchaser that Seller will assign this loan to Purchaser on the Closing Date in consideration of the payment by Purchaser to Seller of the nominal amount of the loan on the Closing Date. On the Closing Date, the Purchaser will make the following payments:

- EUR 52,500,000 to the Purchaser (the Closing Date Payment),
- EUR 3,250,000 to the Purchaser (consideration for the assignment of the loan), and
- EUR 4,000,000 to the Escrow Agent (the Escrow Amount).

Seller and Purchaser furthermore agreed that - in order to avoid double counting - clause 8.2 of the SPA shall be considered amended to the effect that the amount of cash to be included in the line item "cash and short term deposits" of the Net Indebtedness Statement shall be equal to the sum of EUR 3,250,000 minus the actual cash in the Business at Closing Date.

Would you be so kind to countersign one copy of this letter as your acknowledgment and agreement with this letter, and return such copy to us.

Yours sincerely,

Koninklijke Philips Electronics N.V.

Leonie Starmans Attorney-in-fact

> Accepted and Agreed by BA Acquisition, LLC

Albert Wiggers Attorney-in fact

PHILIPS

Building HBT P.O. Box 77900 1070 MX Amsterdam The Netherlands Tel: +31 20 59 77 777 Trade Register No. 17001910

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wv / Reagan - Pro forma Balance sheet Funding PSS December 2006 -v27122006 / Funding requirements

PATENT REEL: 019071 FRAME: 0906

RECORDED: 03/27/2007

27 dec 2006

WORKING DOCUMENT

Anticipated NOC & Funding Dec 2006 PSS