

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QS Industries, Inc.	04/29/2008
RECEIVING PARTY DATA	
Name:	S.F. IP Properties 12 LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5267318
Patent Number:	5832431
Patent Number:	5633985
Patent Number:	6230140
Application Number:	08454839
Application Number:	08781425
CORRESPONDENCE DATA	
Fax Number:	(509)755-7252
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	509-755-7262
Email:	sbmcdocket@sbmc-law.com
Correspondent Name:	Michael K. Colby
Address Line 1:	422 W. Riverside, Suite 424
Address Line 4:	Spokane, WASHINGTON 99201
ATTORNEY DOCKET NUMBER:	SFPL-GEN

OP \$240.00 5267318

NAME OF SUBMITTER:

Michael K. Colby, Reg. 45,816

Total Attachments: 3

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Schedule A

ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment") is made and entered into on this 2nd day of April 2008, by and between:

QS Industries, Inc., an Oregon Corporation, with a principal place of business at 3800 SW Cedar Hills Blvd., Suite 224, Beaverton, OR 97005 ("ASSIGNOR"); and

S.F. IP Properties 12 LLC, a Delaware LLC, with a principal place of business at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, ("ASSIGNEE").


WHEREAS, ASSIGNOR has agreed to assign and transfer to ASSIGNEE all right, title and interest in and to the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the sum of one hundred dollars (US\$100.00), the agreements related to this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, and upon the terms set forth herein, agrees as follows:

ASSIGNOR does hereby irrevocably assign, sell, transfer and set over to ASSIGNEE its entire right, title and interest in, to and under the patents and patent applications set forth on Attachment A attached hereto, including all rights pursuant to 35 U.S.C. § 154 any and all letters patents issuing from any continuing, divisional and continuation-in-part applications; any requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; all inventions and discoveries described in any of the foregoing; and all rights to apply in any country for any foreign counterpart, certification of invention or other governmental grant or issuance corresponding to any of the foregoing throughout the world (collectively, the "Assigned Patents"), including any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions. The assignment of the Assigned Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned Patents and all domestic and international patent filing documents.

The terms and conditions of this Assignment will inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives and will be binding upon ASSIGNOR, its successors, assigns and other legal representatives.

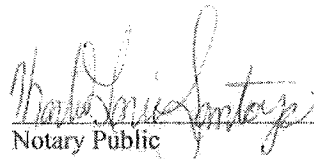
IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Patents to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:
Entity Name (if applicable): QS Industries, Inc.
By: 
Printed Name: Pat Quinn
Title (if applicable): Secretary, QSI

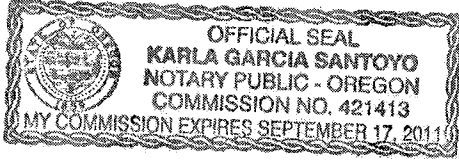
On this 29 day of APR, 2008 before me, a Notary Public, appeared PATRICK QUINN who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

pc.
4/29/08

Witness my hand and official seal:


Notary Public

Commission Expires September 17, 2011



DR
4/29/08

ATTACHMENT A

<u>Jurisdiction</u>	<u>Title</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Issue No.</u>	<u>Issue Date</u>
US	Model railroad cattle car sound effects	07/588,566	09/26/1990	5,267,318	11/30/1993
US	Non-looped continuous sound by random sequencing of digital sound records	08/160,609	11/30/1993	5,832,431	11/03/1998
US	Method of generating continuous non-looped sound effects	08/443,893	05/31/1995	5,633,985	05/27/1997
US	Continuous sound by concatenating selected digital sound segments	09/096,117	06/11/1998	6,230,140	05/08/2001
US		08/454,839	05/31/1995		
US		08/781,425	01/08/1997		

PATENT