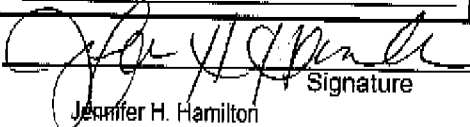


Form PTO-1595 (Rev. 09-08)  
OMB No. 0651-0027 (exp. 10/31/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)</b> Michael W. Silber; Christopher M. Dragon  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>Harman International Industries, Incorporated</u> Internal Address: _____ Street Address: <u>8500 Balboa Blvd.</u> City: <u>Northridge</u> State: <u>California</u> Country: <u>US</u> Zip: <u>91329</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>02/03/2009; 01/21/2009</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>12/266,228</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>Jennifer H. Hamilton</u> Internal Address: _____ Street Address: <u>The Eclipse Group LLP</u> <u>10605 Balboa Blvd., Suite 300</u> City: <u>Granada Hills</u> State: <u>CA</u> Zip: <u>91344</u> Phone Number: <u>(818) 488-8141</u> Fax Number: <u>(818) 332-4205</u> Email Address: <u>jhh@eclipsgrp.com</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u> <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
<b>9. Signature:</b>  _____ Jennifer H. Hamilton Name of Person Signing		<b>8. Payment Information</b> Deposit Account Number <u>50-2542</u> Authorized User Name <u>Jennifer H. Hamilton</u> Date <u>3/5/09</u> Total number of pages including cover sheet, attachments, and documents: <input type="text" value="6"/>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 12266228

Atty. Docket: HI08017USU (P09002US)

PATENT

### ASSIGNMENT

This Assignment ("Assignment") shall be effective as of November 6, 2008 ("Effective Date") by and between:

Michael W. Silber, residing at 48 Colby Drive, Dix Hills, NY 11746-8348;

Christopher M. Dragon, residing at One Bernice Court, Huntington Station, NY 11746;

(collectively "ASSIGNORS"); and

Harman International Industries, Incorporated, a Delaware corporation, having a principal place of business at 8500 Balboa Blvd., Northridge, CA 91329 ("ASSIGNEE").

#### **1.0 BACKGROUND**

1.1 ASSIGNORS, through ASSIGNORS fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "HEADPHONE ACCESSORY", U.S. Patent Application Serial No. 12/266,228 filed on November 6, 2008 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE owns all right, title and interest in and to the Invention. ASSIGNORS, as consideration for ASSIGNORS employment with ASSIGNEE, and/or based upon the duty of fidelity of ASSIGNORS to ASSIGNEE, agree to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in any inventions created or developed by ASSIGNORS during ASSIGNORS employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are executing this Assignment to ASSIGNEE in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

#### **2.0 ASSIGNMENT**

2.1 ASSIGNORS sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue

Atty. Docket: HI08017USU (P09002US)

PATENT

thereof for the full term or terms for which the patents may be granted. ASSIGNORS do hereby assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNORS also assign all of ASSIGNORS right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNORS grant to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNORS, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNORS further transfer and assign to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNORS further covenant that, upon ASSIGNEE'S request, ASSIGNORS will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, ASSIGNORS heirs, legal representatives and assigns.

Date 2/3/09

By



Michael Silber

Atty. Docket: HI08017USU (P09002US)

PATENT

### ASSIGNMENT

This Assignment ("Assignment") shall be effective as of November 6, 2008 ("Effective Date") by and between:

Michael W. Silber, residing at 48 Colby Drive, Dix Hills, NY 11746-8348;

Christopher M. Dragon, residing at One Bernice Court, Huntington Station, NY 11746;

(collectively "ASSIGNORS"); and

Harman International Industries, Incorporated, a Delaware corporation, having a principal place of business at 8500 Balboa Blvd., Northridge, CA 91329 ("ASSIGNEE").

#### **1.0 BACKGROUND**

1.1 ASSIGNORS, through ASSIGNORS fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "HEADPHONE ACCESSORY", U.S. Patent Application Serial No. 12/266,228 filed on November 6, 2008 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE owns all right, title and interest in and to the Invention. ASSIGNORS, as consideration for ASSIGNORS employment with ASSIGNEE, and/or based upon the duty of fidelity of ASSIGNORS to ASSIGNEE, agree to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in any inventions created or developed by ASSIGNORS during ASSIGNORS employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are executing this Assignment to ASSIGNEE in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

#### **2.0 ASSIGNMENT**

2.1 ASSIGNORS sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue

Atty. Docket: HI08017USU (P09002US)

PATENT

thereof for the full term or terms for which the patents may be granted. ASSIGNORS do hereby assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNORS also assign all of ASSIGNORS right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNORS grant to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNORS, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNORS further transfer and assign to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNORS further covenant that, upon ASSIGNEE'S request, ASSIGNORS will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, ASSIGNORS heirs, legal representatives and assigns.

Date 1/21/09By 

Christopher Dragon