



103561086
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.

5-69-69

1. Name of conveying party(ies)

William Cameron Stewart, Jr.
Andrew C. Edwards
Michael Hudson
Andrew Evans

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: RGB Systems, Inc.

Internal Address: _____

Street Address: 1230 South Lewis Street

City: Anaheim

State: California

Country: USA Zip: 92805

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 3/27/09; 3/30/09; 3/27/09; 3/27/09

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/163,929

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: THE HECKER LAW GROUP, PLC.

Internal Address: SUITE 2300

Street Address: 1925 Century Park East

City: Los Angeles

State: California Zip: 90067

Phone Number: 310-286-0377

Fax Number: 310-286-0488

Email Address: ghecker@th.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account any deficiency
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name 00000624 12163323

9. Signature:

Signature

May 15, 2009

Date

Frank M. Weyer, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

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

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, William Cameron Stewart, Jr.; Andrew C. Edwards, Michael Hudson, and Andrew Evans; the undersigned, inventors

Hereby sell, assign, and transfer to: RGB SYSTEMS, INC., a corporation of California, having a principal place of business at: 1230 South Lewis Street, Anaheim, California 92805("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

which has been executed by the undersigned concurrently herewith,

which was filed June 27, 2008 and assigned
Serial No. 12/163,929

and is entitled: METHOD AND APPARATUS FOR A LOUDSPEAKER
ASSEMBLY

and in and to said application and all intellectual property associated therewith and any embodiments thereof, including, without limitation, any and all inventions, trade secrets, copyrights (including copyrights to any and all computer software related to said application or any of said embodiments) and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives;

ASSIGNMENT

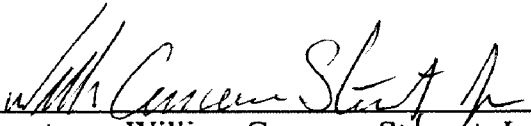
Acknowledge that all copyrightable works, including computer software, developed by me in connection with said invention; constitute works-for-hire all rights to which I hereby assign to Assignee, including rights to any compilations and derivative works thereof;

Covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements and other intellectual property, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper legal protection for said improvements and other intellectual property in all countries;

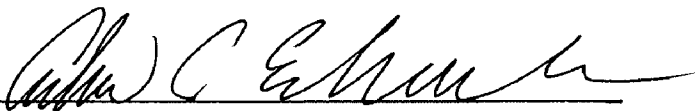
Authorize the Assignee to act as my attorney-in-fact and to sign any and all documentations for the United States or in any foreign country or jurisdiction which are necessary to ensure the compliance with this Assignment; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

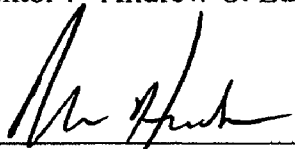
Date: 3-27-09


Inventor : William Cameron Stewart, Jr.

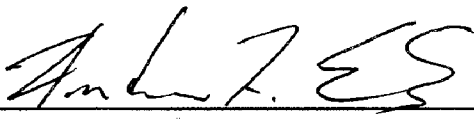
Date: 3-30-09


Inventor : Andrew C. Edwards

Date: 27 MAR 2009


Inventor : Michael Hudson

Date: 27 MAR 2009


Inventor : Andrew Evans

ASSIGNMENT

North Carolina }
Wake County } SS.

On this 27th day of MARCH, 2009, before me, Jennifer C. Stewart,

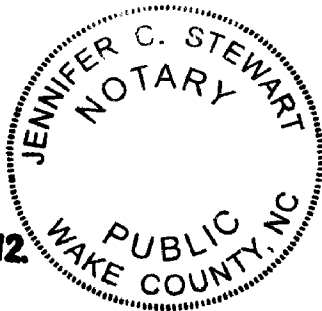
the undersigned Notary Public, personally appeared William Cameron Stewart, Jr. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature

My Commission Expires 12-2-2012



California }
Orange County } SS.

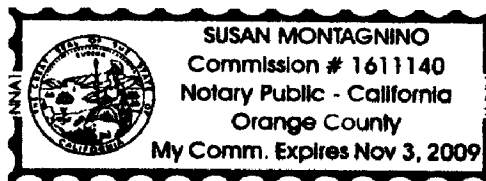
On this 30 day of March, 2009, before me, Susan Montagnino,

the undersigned Notary Public, personally appeared Andrew C. Edwards who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Montagnino
Notary's Signature



ASSIGNMENT

North Carolina)
Wake County) SS.

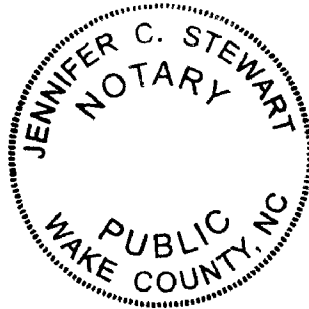
On this 27th day of MARCH, 2009, before me, Jennifer C. Stewart,

the undersigned Notary Public, personally appeared Michael Hudson who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature
My Commission Expires 12-2-2012.



North Carolina)
Wake County) SS.

On this 27th day of March 2009, before me, Jennifer C. Stewart

the undersigned Notary Public, personally appeared Andrew Evans who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Jennifer C. Stewart
Notary's Signature
My Commission Expires 12-2-2012.

