

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Buitenspoor Beheer B.V.	01/31/2005
RECEIVING PARTY DATA	
Name:	Final Sound International Pte. Ltd.
Street Address:	c/o Fortis Intertrust (Singapore) Ltd.
Internal Address:	63 Marker Street, #21-01
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	048942
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10038121
CORRESPONDENCE DATA	
Fax Number:	(732)626-9001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	732-578-0103
Email:	lhayes@dblawn.com
Correspondent Name:	DeMont & Breyer, LLC
Address Line 1:	100 Commons Way
Address Line 2:	Suite 250
Address Line 4:	Holmdel, NEW JERSEY 07733
ATTORNEY DOCKET NUMBER:	9851-025US3
NAME OF SUBMITTER:	Liliana Hayes

OP \$40.00 10038121

Total Attachments: 4
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SETTLEMENT AGREEMENT

The undersigned:

1. the limited liability company BUITENSPOOR BEHEER B.V., with statutory seat in Vught, and registered place of business in Vught, registered in the Trade Register of the "Kamer van Koophandel en Fabrieken van Oost-Brabant" under number 17138913, legally represented hereunder by its Director, Mr G.J.J. van den Brink, referred to hereinafter as: Buitenspoor;

and

2. the limited liability company FINAL SOUND SOLUTIONS B.V., with statutory seat in Veghel, Eisenhouwerweg 8d, legally represented hereunder by its statutory Directors, TC&S b.v.b.a., a limited liability company under the laws of Belgium, legally represented by mr. G. Bastiaens and the limited liability company Saltatie Investment & Management b.v.; legally represented by mr. J.H. de Bruijn, referred to hereinafter as: Final Sound Solutions;

WHEREAS:

1. On 8 November 2004 Buitenspoor entered into a take-over Agreement with the receiver of the bankrupt companies Final Sound B.V. and Final Sound Corporation B.V. in order to take over the assets from these companies from the bankrupt's estate.
2. In that Agreement it was agreed that Buitenspoor purchased the assets from the receiver for itself or for one or more parties to be determined later.
At the time it was Buitenspoor's intention not to purchase the assets for itself but to purchase these assets in order to transfer these assets to two separate limited companies at a later point in time.
3. The assets that were taken over from the receiver consist of movable property/goodwill and intellectual/industrial property rights. The movable property/goodwill was purchased by Buitenspoor for € 95.000,-- and will be transferred to Final Sound Solutions. The intellectual/industrial property rights were purchased by Buitenspoor for € 25.000,- and transferred to Final Sound International.



4. Meanwhile Buitenspoor continued the enterprise of Final Sound, which shall be transferred to Final Sound Solutions.
5. For the purposes in articles 3 and 4, Buitenspoor received a loan from future participants (Lendors) in said companies in the amount of € 550.000,-
6. In order to legally transfer the ownership of the movable property/goodwill to Final Sound Solutions, and to put said transfer down in writing, the parties enter into the present Agreement.

HAVE AGREED AS FOLLOWS:

1. Buitenspoor transfers to Final Sound Solutions, which transfer is accepted by Final Sound Solutions, the ownership of the movable property and goodwill as referred to in article 3 below.

2. On account of the purchase of the movable property/goodwill Final Sound Solutions owes Buitenspoor a purchase price in the amount of € 95.000,--.

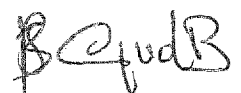
In the take-over Agreement it was determined that part of the purchase price, being the amount of € 20.000,--, must be paid to the receiver no later than on 30 April 2005.

Final Sound Solutions takes over this obligation from Buitenspoor, and declares to Buitenspoor to fulfil this future obligation towards the receiver as an own obligation of Final Sound Solutions.

The remaining amount of € 75.000,-- shall be paid to Buitenspoor by Final Sound Solutions by taking over the payment obligations of Buitenspoor towards its lenders/creditors related to the Final Sound enterprise, and in due time, to settle those payment obligations as own obligations of Final Sound Solutions to the maximum amount of € 75.000,--, and to indemnify Buitenspoor against any claims on account of that.

3. The assets as purchased by Buitenspoor from the receiver, are specified as follows:
 - a. € 60.000,-- stock;
 - b. € 10.000,-- inventory and all shares in Final Sound LLC.;
 - c. € 25.000,-- goodwill.

The inventory and stock have been specified on the list of the assessor, Troostwijk Taxaties en Veilingen, which list has been attached to this Agreement.



4. As part of business operations in the enterprise of Final Sound, and since the signing of the Agreement with the receiver on 8 November 2004, Buitenspoor has carried out duties in order to continue the enterprise of Final Sound.

For that purpose Buitenspoor has had to incur costs, which it paid from the financing which it received from its lenders .

These costs were incurred in the interest of the enterprise which shall eventually be continued by Final Sound Solutions.

In compensation of these costs the parties agree that Final Sound Solutions will take over from Buitenspoor the maximum amount of the costs incurred by Buitenspoor until the date at which this Agreement is signed, and that Final Sound Solutions will settle as its own obligations any obligations that Buitenspoor may have towards its lenders on account of the above, and to indemnify Buitenspoor against any claims.

Furthermore Final Sound Solutions takes over from Buitenspoor the whole enterprise of Final Sound in the state as it is on closing date, including all assets related to the Final Sound enterprise, owned by Buitenspoor and all debts due to the lenders to Buitenspoor to a maximum of € 550.000,-and including the liquid assets in the amount of € 89.038,45 that has been paid from Buitenspoor directly to Final Sound Solutions. The Final Sound enterprise also includes a claim on Final Sound International Pte. Ltd. In the amount of € 25.000,- that is due to Buitenspoor in accordance with the transfer of the intellectual/industrial property rights from Buitenspoor to Final Sound International. This claim is hereby assigned to Final Sound Solutions, who has accepted this assignement.

5. If further acts should be required for the transfer of the movable assets/goodwill as referred to in article 3, said acts shall be carried out at the initiative of Final Sound Solutions. Buitenspoor shall, at Final Sound Solutions' first request, lend its assistance to any acts required for the transfer.

The costs of the transfer shall be borne by Final Sound Solutions.

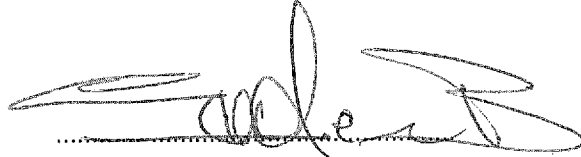
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6. The parties waive the right to require or demand rescission of this Agreement, on whatever grounds.
Buitenspoor does not provide any guarantee or warranty as to the existence, quality, defects in or legal ownership of the movable property/goodwill, and transfers the movable property/goodwill in the condition in which they were transferred to Buitenspoor.
The parties declare to have fully settled their legal relationship with this Agreement. This Agreement is governed by Dutch Law, and any disputes resulting from or in connection with this Agreement shall be exclusively adjudicated by the District Court (Rechtbank) of 's-Hertogenbosch, the Netherlands.

Agreed and signed Veghel on Monday 31 January 2005,



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Final Sound Solutions B.V.
J.H. de Bruijn
CFO



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Buitenspoor Beheer B.V.
G.J.J. van den Brink
Director