

08/10/2011



103630546

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

**1. Name of conveying party(ies)**

William C. Stewart, Jr.  
Jeff Hatley  
Michael Hudson  
Larry Frerichs

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) July 25, 2011 (Respectively)

- 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)

13/113,545

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@hh.com

**6. Total number of applications and patents involved:** One

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

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

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name (Signature) LMS 0000022 13113545

**9. Signature:**

*(Handwritten Signature)*

Signature

August 5, 2011

Date

Frank M. Weyer, Esq.  
Name of Person Signing

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

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

8-10-11

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, William C. Stewart, Jr., Jeff Hatley, Michael Hudson and Larry Frerichs 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 May 23, 2011 and assigned  
Serial No. 13/113,545

and is entitled: LOUDSPEAKER SYSTEM

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

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: 7-25-2011

William C. Stewart, Jr.  
Inventor : William C. Stewart, Jr.

Date: 7/25/2011

Jeff Hatley  
Inventor : Jeff Hatley

Date: 7/29/2011

Michael Hudson  
Inventor : Michael Hudson

Date: 7/25/11

Larry Frerichs  
Inventor : Larry Frerichs

Wake County }  
North Carolina } SS.

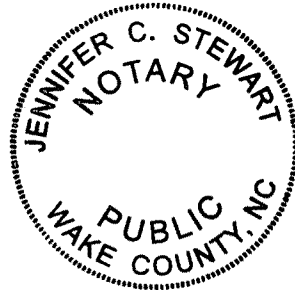
On this 25<sup>th</sup> day of July 2011, before me, Jennifer C. Stewart  
the undersigned Notary Public, personally appeared William C. Stewart, Jr.

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.



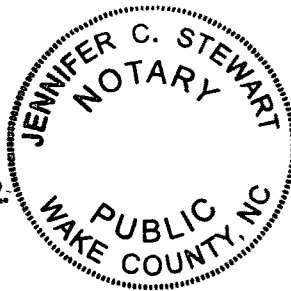
Wake County  
North Carolina } SS.

On this 25<sup>th</sup> day of July 2011, before me, Jennifer C. Stewart  
the undersigned Notary Public, personally appeared Jeff Hatley  
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.



Wake County  
North Carolina } SS.

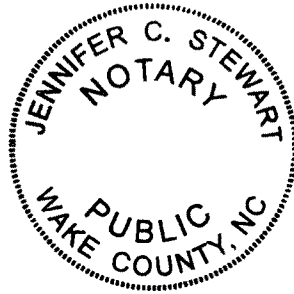
On this 25<sup>th</sup> day of July 2011, before me, Jennifer C. Stewart

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.**

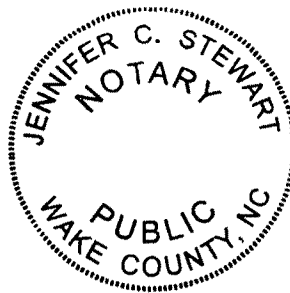
Wake County )  
North Carolina ) SS.

On this 25<sup>th</sup> day of July 2011, before me, Jennifer C. Stewart  
the undersigned Notary Public, personally appeared Larry Frerichs

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.**