## 501799896 01/26/2012

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Peter M. Kelly	01/05/2012
Daniel A. Levine	01/19/2012

#### RECEIVING PARTY DATA

Name:	Skullcandy, Inc.
Street Address:	1441 W. Ute Boulevard, Suite 250
City:	Park City
State/Country:	UTAH
Postal Code:	84098

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29408971

#### CORRESPONDENCE DATA

 Fax Number:
 (801)531-9168

 Phone:
 801 532 1922

Email: vmmangum@traskbritt.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Traskbritt, P.C. / Skullcandy Inc.

Address Line 1: 230 South 500 East

Address Line 2: Suite # 300

Address Line 4: Salt Lake City, UTAH 84102

ATTORNEY DOCKET NUMBER:	3510-10977US
NAME OF SUBMITTER:	J. Jeffrey Gunn

#### Total Attachments: 3

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# Attorney Docket No. 3510-P10977US(Aviator On-Ear)

## ASSIGNMENT

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Skullcandy, Inc. ("ASSIGNEE"), a corporation of the state of Utah having a place of business at 1441 West Ute Boulevard, Suite 250, Park City, Utah 84098, 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 Design Patent Serial No. 29/408,971 filed on December 19, 2011, entitled **HEADPHONE**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

**AGREE AND ACKNOWLEDGE** that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the

PATENT REEL: 027602 FRAME: 0822 heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:	
B	Date 01/05/12
Peter M. Kelly	
Residing at: 1439 Willow Loop, Park City, UT 84098	
	Date 01/19/12
Daniel A. Levine Residing at: 1515 Antigua Way, Newport Beach, CA 92660	·

COUNTY OF	Summit	)
		:ss.
STATE OF	utah	)

On this 5<sup>th</sup> day of January, 2012, before me personally appeared Peter M. Kelly to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:

Vanuary 3, 2016

COUNTY OF Summit): ss.
STATE OF Utah)

On this 19th day of January, 2012, before me personally appeared Daniel A. Levine to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:

January 3, 2016

PATENT REEL: 027602 FRAME: 0824

**RECORDED: 01/26/2012**