

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DELPHI TECHNOLOGIES, INC.	10/20/2011
RECEIVING PARTY DATA	
Name:	Smart Audio Technologies, LLC
Street Address:	719 W. Front Street
Internal Address:	Suite 242
City:	Tyler
State/Country:	TEXAS
Postal Code:	75702
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5790784
Patent Number:	7424279
Patent Number:	7346319
Patent Number:	6021320
Patent Number:	7779167
Patent Number:	6185163
Patent Number:	5986979
Application Number:	11145765
Application Number:	11035208
Application Number:	10759322
CORRESPONDENCE DATA	
Fax Number:	(703)370-4809
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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: HERSHKOVITZ & ASSOCIATES, LLC

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ATTORNEY DOCKET NUMBER:

J34900

NAME OF SUBMITTER:

ABRAHAM HERSHKOVITZ

Total Attachments: 3

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Exhibit B
PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is entered into on **October 20, 2011** (the "*Effective Date*") by and between **DELPHI TECHNOLOGIES, INC.**, a Delaware corporation, 5725, of Delphi Drive, Troy, MI 48098-2815 USA ("Assignor") and ~~Smart~~ Advanced Audio Technologies, a Texas limited liability company organized under the laws of TX having offices at 7110 Front St, Ste 242, Tyler TX 75702 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application as listed on Schedule A ("Patents");

WHEREAS, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "Purchase Agreement") dated November 11, 2011, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Patent Purchase Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Inventions and the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Inventions and the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Invention and/or Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the

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United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Inventions and the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

By: Timothy E. Forbes
Delphi Technologies, Inc.

Name: Timothy Forbes

Title: Vice President

Assignee

By: Fiona Chaney
[Purchaser] ADVANCED AUDIO TECHNOLOGIES, LLC

Name: Fiona Chaney

Title: Manager

Schedule A
THE PATENTS

United States Patent No. 5,790,784

United States Patent No. 7,424,279

United States Patent No. 7,346,319

United States Patent No. 6,021,320

United States Patent No. 7,779,167

United States Patent No. 6,185,163

United States Patent No. 5,986,979

United States Patent: Application No: 20060277565

United States Patent: Application No: 20060153405

United States Patent: Application No: 20050157885

for