

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>PS Audio, Inc.</td> <td>04/02/2012</td> </tr> </tbody> </table>		Name	Execution Date	PS Audio, Inc.	04/02/2012						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Bella Technologies Group LLC</td> </tr> <tr> <td>Street Address:</td> <td>2339 18th Street</td> </tr> <tr> <td>City:</td> <td>Boulder</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80304</td> </tr> </table>		Name:	Bella Technologies Group LLC	Street Address:	2339 18th Street	City:	Boulder	State/Country:	COLORADO	Postal Code:	80304
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Patent Number:	7259705										
Patent Number:	D566650										
CORRESPONDENCE DATA											
Fax Number:	(630)625-0776										
Phone:	303-406-3709										
Email:	peter@rudylaw.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Peter Rudy										
Address Line 1:	746 Gaylord St										
Address Line 4:	Denver, COLORADO 80206										
NAME OF SUBMITTER:	Peter Rudy										
Total Attachments: 2 source=Assignment Patents Bella signed#page1.tif source=Assignment Patents Bella signed#page2.tif											

OP \$80.00 7259705

## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, PS Audio, Inc. (formerly known as PS Audio International Inc. and McAudio USA Inc.) established and existing under the laws of the State of Colorado and having its registered place of business at 4826 Sterling Drive Boulder, CO 80301, ("PS Audio") is the owner of record, of the Assigned Patents (as defined below);

WHEREAS, Bella Technologies Group LLC ("Purchaser"), a Limited Liability Company duly organized and existing under and by virtue of the laws of Colorado, and having a place of business at 2339 18<sup>th</sup> Street, Boulder, CO 80304, is desirous of acquiring the entire interest in and to the Assigned Patents (as defined below);

WHEREAS, PS Audio and Purchaser have entered into an Assignment Agreement for certain patents and patent applications ("Assignment Agreement") wherein PS Audio has agreed to sell and Purchaser has agreed to purchase the Assigned Patents subject to all prior encumbrances and licenses;

"Assigned Patents" means the issued patents and patent applications listed in Appendix A of this Assignment.

"Encumbrances" means any commitments, licenses or other rights relating to any of the Assigned Patents, whether express, implied or otherwise, that are made, entered into or granted by, or that arise from the actions taken by, PS Audio, prior to the Effective Date.

"Person" means any natural person, corporation, company, partnership, association, sole proprietorship, trust, joint venture, non-profit entity, institute, governmental authority, trust association or other form of entity not specifically listed herein including, without limitation, PS Audio or any of its Affiliates, or Purchaser or any of its Affiliates.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration to PS Audio in hand paid, the receipt of which is hereby acknowledged, PS Audio has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto said Purchaser, subject to all Encumbrances, its whole right, title, and interest in and to all of the Assigned Patents, said whole right, title, and interest in and to said Assigned Patents including all past, present, and future causes of action and claims for damages derived by reason of patent infringement thereof (to the extent such damages are not already paid, awarded or contractually owed to PS Audio, for said Purchaser's own use and for the use of its assigns, successors, and legal representatives to the full end of the term of each of the Assigned Patents. For clarity, the foregoing assignment does not include (i) any trademarks, trade dress, trade names, or other indicia of origin; (ii) except for inventions of the Assigned Patents, any inventions or discoveries, whether patentable or not, and registrations, invention disclosures, patents and applications therefor; (iii) any trade secrets, confidential information or know-how; (iv) any works of authorship, whether copyrightable or not; and (v) any other intellectual property or proprietary rights of PS Audio.

In Testimony Whereof, PS Audio Inc. by its fully authorized representative has executed this Assignment as of the date indicated below.

PS Audio Inc.

By: 

Paul McGowan, President

Date:

4.02.12, 2012

## ASSIGNED PATENTS EXHIBIT A

Patent: Power Regulator  
Patent No: US D566,650 S  
Date of Patent April 15 2008  
Application No 29/266918  
Filed Sept. 28, 2006

Patent: Tracking Supply AC Regeneration System and Method  
Patent No: US 7,259,705 B2  
Date of Patent Aug 21 2007  
Application No 11/345,000  
Filed Feb. 1, 2006