

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Aurisound, Inc.	12/31/2012
RECEIVING PARTY DATA	
Name:	Kopin Corporation
Street Address:	200 John Hancock Road
City:	Taunton
State/Country:	MASSACHUSETTS
Postal Code:	02780
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12157426
Patent Number:	7386135
CORRESPONDENCE DATA	
Fax Number:	9783410136
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	978-341-0036
Email:	lisa.mazzone@hbsr.com
Correspondent Name:	N. Scott Pierce
Address Line 1:	530 Virginia Road, P.O. Box 9133
Address Line 2:	Hamilton, Brook, Smith & Reynolds, P.C.
Address Line 4:	Concord, MASSACHUSETTS 01742
ATTORNEY DOCKET NUMBER:	0717.0320-000
NAME OF SUBMITTER:	Lisa Mazzone
Total Attachments: 5 source=07170320000AssignmentAgreement#page1.tif source=07170320000AssignmentAgreement#page2.tif source=07170320000AssignmentAgreement#page3.tif source=07170320000AssignmentAgreement#page4.tif source=07170320000AssignmentAgreement#page5.tif	

CH \$80.00 12157426

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of December 31, 2012 is made by Aurisound, Inc. ("**Seller**"), a Washington corporation, in favor of Kopin Corporation ("**Buyer**"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between the Seller, Dashen Fan, an individual residing in the state of Washington, and Buyer, dated as of even date herewith (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

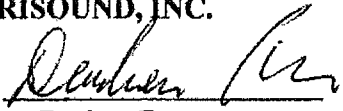
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts, or any other jurisdiction).

[End of Text]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

AURISOUND, INC.

By: 

Name: Dashen Fan

Title: President

Address for Notices:

14714 SE 49th Street,
Bellevue, WA 98006

AGREED TO AND ACCEPTED:

KOPIN CORPORATION

By: 

Name: John C.C. Fan

Title: President & CEO

Address for Notices:

200 John Hancock Road
Taunton, MA 02780

Schedule 1

ASSIGNED PATENTS AND PATENT APPLICATIONS**US Patent**

a. Granted

Patent Number:	Title:
7,386,135	Cardioid beam with a desired null based acoustic devices, systems and methods

b. Pending, Continuation

Pub. App. No.:	Title:
20090268920 ¹	Cardioid beam with a desired null based acoustic devices, systems and methods

Japanese Patent

a. Granted

Patent Number:	Additional:
4,378,170, B	Application No: 2003-518225; Unexamined Publication No.: JP,2005-503698,A;

Chinese Patent

a. Granted

Patent Number:	Additional:
CN 1535555 B	Application number: CN02809177.9
CN 100542335 C	Application number: CN03146280.4

European Patent

¹ Abandoned but petition to revive has been filed on behalf of Seller.

Pub. App. No.:	Title:
EP 1 413 169A ²	Cardioid beam with a desired null based acoustic devices, systems and methods

² Abandoned.