

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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>Gary W. Elko</td> <td>06/30/2004</td> </tr> <tr> <td>Robert A. Kubli</td> <td>07/09/2004</td> </tr> <tr> <td>Jens M. Meyer</td> <td>06/30/2004</td> </tr> </tbody> </table>		Name	Execution Date	Gary W. Elko	06/30/2004	Robert A. Kubli	07/09/2004	Jens M. Meyer	06/30/2004		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>MH Acoustics LLC</td> </tr> <tr> <td>Street Address:</td> <td>25A Summit Ave.</td> </tr> <tr> <td>City:</td> <td>Summit</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07901</td> </tr> </table>		Name:	MH Acoustics LLC	Street Address:	25A Summit Ave.	City:	Summit	State/Country:	NEW JERSEY	Postal Code:	07901
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12501741</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12501741						
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CORRESPONDENCE DATA											
Fax Number:	2155578477										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	215-557-6656										
Email:	gerrym@mendelip.com										
Correspondent Name:	Steve Mendelsohn										
Address Line 1:	Mendelsohn, Drucker, & Associates, P.C.										
Address Line 2:	1500 John F. Kennedy Blvd., Suite 405										
Address Line 4:	Philadelphia, PENNSYLVANIA 19102										
ATTORNEY DOCKET NUMBER:	1053.001BCON										
NAME OF SUBMITTER:	Steve Mendelsohn										
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ASSIGNMENT AND AGREEMENT

For value received, I, as a below-named inventor:

Gary W. Elko of **Summit** in the State of New Jersey,
Robert A. Kubli of **Scotch Plains** in the State of New Jersey,
Jens M. Meyer of **New York** in the State of New York,

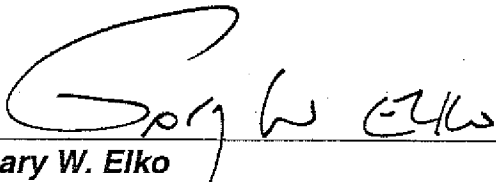
hereby sell, assign, and transfer to *MH Acoustics, LLC*, a corporation of the State of *Delaware*, having an office at *26 Blackburn Place, Summit, New Jersey 07901, U.S.A.*, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **Audio System Based on at Least Second-Order Eigenbeams** described in an application for Letters Patent of the United States, executed by us of even date herewith, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and I also concurrently hereby sell, assign and transfer to *MH Acoustics, LLC* the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

I authorize *MH Acoustics, LLC* to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of *MH Acoustics, LLC* to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

I request that any and all patents for said inventions be issued to *MH Acoustics, LLC* in the United States and in all countries foreign to the United States, or to such nominees as *MH Acoustics, LLC* may designate.

I agree that, when requested, I shall, without charge to *MH Acoustics, LLC* but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.



Gary W. Elko

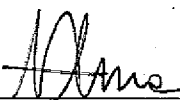
Date: June 30, 2004

United States of America)

State of NJ) ss.:

City of New Providence)

On this 30 day of June, 2004, before me personally came **Gary W. Elko**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

ARON W. FLIMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/20/2007

Customer No.: 22186

Attorney Docket No. 1053.001B

3

Robert A. Kubli

Date: _____

United States of America)

State of) ss.:

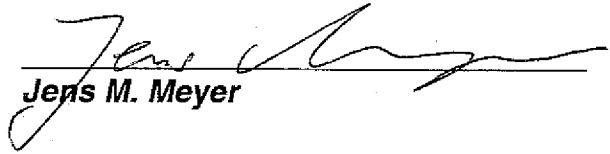
County of)

On this _____ day of _____, 20____, before me personally came **Robert A. Kubli**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

1053.001B

PATENT
REEL: 030068 FRAME: 0058


Jens M. Meyer

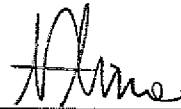
Date: June 30, 2004

United States of America)

State of NJ) ss.:

County of Union)

On this 30 day of June, 2004, before me personally came **Jens M. Meyer**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

ARON W. FLIMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires **6/20/2007**

ASSIGNMENT AND AGREEMENT

WHEREAS, GARY W. ELKO, of Summit, New Jersey, ROBERT A. KUBLI, of Scotch Plains, New Jersey, and JENS M. MEYER, of Summit, New Jersey, are the joint inventors (hereafter sometimes called the inventors) of an invention known as **Audio System Based on at Least Second-Order Eigenbeams**, the specification of which was filed by **Mendelsohn & Associates, P.C.**, on January 10, 2003 as PCT International Application No. PCT/US03/00741; and

WHEREAS, MH Acoustics, LLC, a limited liability company organized under the laws of the State of Delaware and having authority to transact business in the State of New Jersey, with a New Jersey place of business at 26 Blackburn Place, Summit, New Jersey, wishes to acquire all the right, title, and interest to such patent and the underlying invention; and

WHEREAS, the inventors of same are desirous of MH Acoustics, LLC, owning same upon the grant of indemnification to the joint inventors,

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration the parties agree as follows:

1. The inventors shall have, prior to the execution of this document, executed an application for Letters Patent of the United States.
2. The inventors hereby sell, assign, and transfer to MH Acoustics, LLC, the entire right, title, and interest in and to said invention and Letters Patent in the United States and all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said invention.
3. The inventors authorize MH Acoustics, LLC, to make application for such protection in

its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from any of the inventors, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

4. The inventors consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of MH Acoustics, LLC, to apply for patent or other form of protection for said invention and to claim the aforesaid benefit of the right of priority.

5. The inventors request that any and all patents for said invention be issued to MH Acoustics, LLC, in the United States and in all countries foreign to the United States, or to such nominees as MH Acoustics, LLC, may designate.

6. The inventors agree that, when requested, they shall, without charge to MH Acoustics, LLC, but at its expense, sign all papers and do all acts that may be necessary, desirable, or convenient in connection with said applications, patents, or other forms of protection.

7. In addition to the assignment of the Letters Patent and the underlying invention, the inventors also sell, assign, and transfer all right, title, and interest in and to any reissue or extension of the Letters Patent or of any other Letters Patent that may be granted in connection with the underlying invention. This transfer shall also be deemed to include these same rights that may be granted in countries foreign to the United States.

8. The inventors also include in the assignments set forth above the right in the assignee to bring suit in any court of competent jurisdiction to recover damages and loss of profits for any infringement of the Letters Patent.

9. The assignee agrees to indemnify the inventors and hold them harmless for any suit, in

law or in equity, which may be brought against the inventors for any cause of action relating to the invention, the Letters Patent, or the assignment of the invention or the Letters Patent.

Witness

Diane W. McConna
DIANE W. MCCONNA

GARY W. ELKO

Robert A. Kubli
ROBERT A. KUBLI

JENS M. MEYER

STATE OF NEW JERSEY :

SS.:

COUNTY OF :

On this _____ day of _____, 2004, before me, the subscriber, came GARY W. ELKO, to me known to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that the execution thereof by such individual was done voluntarily for the purposes therein expressed.

STATE OF NEW JERSEY :

SS.:

COUNTY OF *Hunterdon* :

On this *9th* day of *July*, 2004, before me, the subscriber, came ROBERT A. KUBLI, to me known to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that the execution thereof by such individual was done voluntarily for the purposes therein expressed.



DANE W. MCCONNELL
ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

STATE OF NEW JERSEY :

SS.:

COUNTY OF :

On this _____ day of _____, 2004, before me, the subscriber, came JENS M. MEYER, to me known to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that the execution thereof by such individual was done voluntarily for the purposes therein expressed.