

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State of Incorporation of Assignee previously recorded on Reel 027602 Frame 0821. Assignor(s) hereby confirms the correct State of Incorporation of Assignee is Delaware.										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Peter M. Kelly</td> <td>10/30/2012</td> </tr> <tr> <td>Daniel A. Levine</td> <td>03/30/2013</td> </tr> </tbody> </table>		Name	Execution Date	Peter M. Kelly	10/30/2012	Daniel A. Levine	03/30/2013				
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Peter M. Kelly	10/30/2012										
Daniel A. Levine	03/30/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>SKULLCANDY, INC.</td> </tr> <tr> <td>Street Address:</td> <td>1441 W. Ute Boulevard, Suite 250</td> </tr> <tr> <td>City:</td> <td>Park City</td> </tr> <tr> <td>State/Country:</td> <td>UTAH</td> </tr> <tr> <td>Postal Code:</td> <td>84098</td> </tr> </table>		Name:	SKULLCANDY, INC.	Street Address:	1441 W. Ute Boulevard, Suite 250	City:	Park City	State/Country:	UTAH	Postal Code:	84098
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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>29408971</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29408971						
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Application Number:	29408971										
CORRESPONDENCE DATA											
Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: tllisneros@traskbritt.com Correspondent Name: TraskBritt, P.C. Address Line 1: 230 South 500 East, Suite 300 Address Line 4: Salt Lake City, UTAH 84102											
ATTORNEY DOCKET NUMBER:	3510-P10977US										
NAME OF SUBMITTER:	J. Jeffrey Gunn										
Signature:	/J. Jeffrey Gunn/										
Date:	04/09/2013										

CH \$40.00 29408971

**Total Attachments: 7**

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**CORRECTIVE ASSIGNMENT**

**THIS CORRECTIVE ASSIGNMENT** is executed and recorded for the purpose of correcting information relating to the identify of the Assignee as set forth in the Assignment recorded January 26, 2012, at Reel 027602, Frame 0821 (hereinafter the "First Assignment") and to ratify and confirm the First Assignment by the inventors to and in the name of **SKULLCANDY, INC.** The state of incorporation of the Assignee in the First Assignment was incorrectly identified as Utah. The state of incorporation of the true and intended Assignee is Delaware.

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

**SELL, ASSIGN AND TRANSFER**, effective *nunc pro tunc* to the date of the above-referenced Assignment, to **SKULLCANDY, INC.** ("ASSIGNEE"), a corporation of the state of Delaware, having a place of business at 1441 W. 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 Letters Patent Serial No. 29/408,971 filed on December 19, 2011, and 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; and specifically including any rights of enforcement arising between the date of execution of the first Assignment and this Corrective Assignment;

**RATIFY AND CONFIRM**, that the First Assignment by ASSIGNORS to **SKULLCANDY, INC.** was intended to be, and was in fact made, to the ASSIGNEE herein, **SKULLCANDY, INC.**;

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

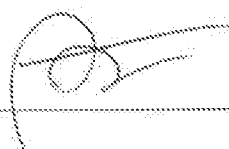
**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

**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 heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

  
\_\_\_\_\_  
Peter M. Kelly  
Residing at: 1439 Willow Loop, Park City, UT 84098

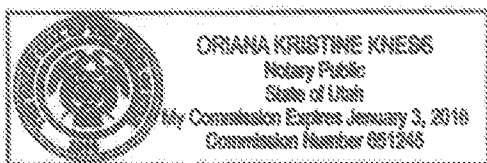
Date 10/30/12

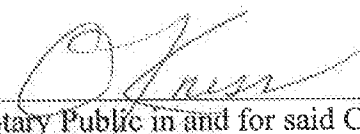
  
\_\_\_\_\_  
Daniel A. Levine  
Residing at: 1515 Antigua Way, Newport Beach, CA 92660

Date 3/30/13

COUNTY OF Summit )  
STATE OF Utah ) : ss.

On this 30<sup>th</sup> day of October, 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.



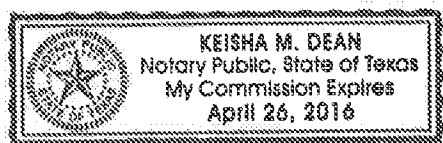
  
Notary Public in and for said County and State

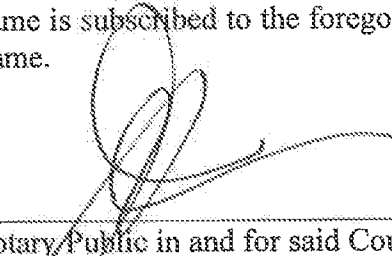
My Commission Expires:

January 3, 2016

COUNTY OF Collin )  
STATE OF Texas ) : ss.

On this 20 day of March, 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:

4/26/2016



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 27, 2012

PTAS

TRASKBRITT, P.C. / SKULLCANDY INC.  
230 SOUTH 500 EAST  
SUITE # 300  
SALT LAKE CITY, UT 84102

**501799896**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/26/2012

REEL/FRAME: 027602/0821

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 3510-10977US

ASSIGNOR:

KELLY, PETER M.

DOC DATE: 01/05/2012

ASSIGNOR:

LEVINE, DANIEL A.

DOC DATE: 01/19/2012

ASSIGNEE:

SKULLCANDY, INC.

1441 W. UTE BOULEVARD, SUITE 250

PARK CITY, UTAH 84098

APPLICATION NUMBER: 29408971

FILING DATE: 12/19/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: HEADPHONE

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

**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;

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**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;

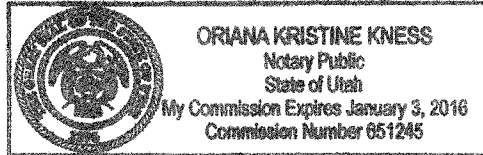
**AGREE AND ACKNOWLEDGE** that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the





COUNTY OF Summit )  
: ss.  
STATE OF Utah )

On this 19<sup>th</sup> 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.



*O Kness*  
Notary Public in and for said County and State

My Commission Expires:

January 3, 2016