

Form PTO-1595 (Rev. 06-12) OMB No. 0651-0027 (Exp. 04/30/2015)

09/23/2013



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PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

WRB 09-23-13

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
William C. Stewart, Jr.
Michael Hudson
Larry Frerichs
Clinton Strong and Weldon Gammon
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: RGB Systems, Inc.
Internal Address: _____
Street Address: 1025 East Ball Road

3. Nature of conveyance/Execution Date(s):
Execution Date(s) September 6, 2013 (Respectively)
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

City: Anaheim
State: California
Country: U.S.A. Zip: 92805
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document serves as an Oath/Declaration (37 CFR 1.63).
A. Patent Application No.(s)
13/786,214
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: The Hecker Law Group, PLC
Internal Address: Suite 2300
Street Address: 1925 Century Park East
City: Los Angeles
State: California Zip: 90067
Phone Number: 310-286-0377
Docket Number: 74200.1051CIP2
Email Address: ghecker@hh.com

6. Total number of applications and patents involved: One
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
To charge any deficiency or over payment to the deposit account.
Deposit Account Number 08-1520
Authorized User Name: The Hecker Law Group

9. Signature: _____
Signature

September 18, 2013
Date

Frank M. Weyer, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventors, **William C. Stewart, Jr., Michael Hudson, Larry Frerichs, Clinton Strong and Weldon Gammon.**

Hereby sell, assign, and transfer to **RGB Systems, Inc.**, a corporation of California, having a principal place of business at: 1025 East Ball Road, Anaheim, California 92805, United States of America ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries for the invention, including in and to any and all improvements thereto, which are disclosed in the application for United States Letters Patent

which has been executed by the undersigned concurrently herewith,

which was filed March 5, 2013 and assigned Serial No. 13/786,214

and is entitled: CEILING LOUDSPEAKER SUPPORT SYSTEM

and in and to said application and all intellectual property associated therewith and any embodiments thereof, including, without limitation, any and all inventions, trade secrets, copyrights (including copyrights to any and all computer software related to said application or any of said embodiments) and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries, including on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives;

Acknowledge that all copyrightable works, including computer software, developed in connection with said invention; constitute works-for-hire all rights to which we hereby assign to Assignee, including rights to any compilations and derivative works thereof;

ASSIGNMENT

Covenant and agree that we will communicate to Assignee any facts known to us respecting said improvements and other intellectual property, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper legal protection for said improvements and other intellectual property in all countries;

Authorize the Assignee to act as our attorney-in-fact and to sign any and all documentations for the United States or in any foreign country or jurisdiction which are necessary to ensure the compliance with this Assignment; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 9-6-, 2013

William C. Stewart, Jr.
Inventor: William C. Stewart, Jr.

Wake County)
North Carolina) SS.

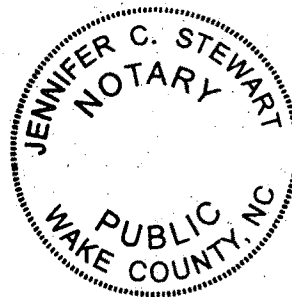
On this 6th day of September, before me, Jennifer C. Stewart
the undersigned Notary Public, personally appeared William C. Stewart, Jr.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ^{North Carolina} ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature



ASSIGNMENT

Date: 9/6, 2013

[Signature]
Inventor: Michael Hudson

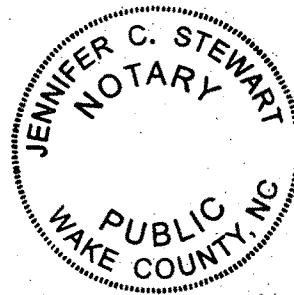
Wake County)
North Carolina) SS.

On this 6th day of September, before me, Jennifer C. Stewart
the undersigned Notary Public, personally appeared Michael Hudson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{NC} North Carolina that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary's Signature



Date: 9/6/13, 2013

[Signature]
Inventor: Larry Frerichs

Wake County)
North Carolina) SS.

On this 6th day of September, before me, Jennifer C. Stewart
the undersigned Notary Public, personally appeared: Larry Frerichs
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

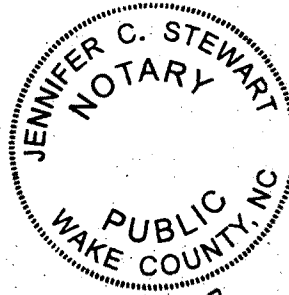
ASSIGNMENT

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature



Date: 9/6, 2013

Clinton Strong
Inventor: Clinton Strong

Wake County)
North Carolina) SS.

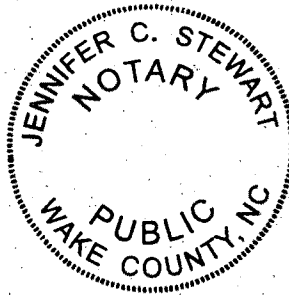
On this 6th day of September, before me, Jennifer C. Stewart
the undersigned Notary Public, personally appeared Clinton Strong

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina ^{JCS} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature



ASSIGNMENT

Date: 9-6-13, 2013

Weldon Gammon
Inventor: Weldon Gammon

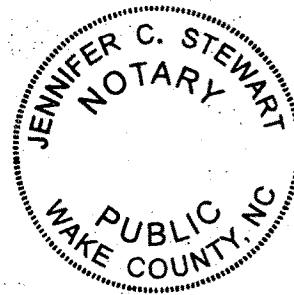
Wake County)
North Carolina) SS.

On this 6th day of September, before me, Jennifer C. Stewart,
the undersigned Notary Public, personally appeared Weldon Gammon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{North Carolina} that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature



ASSIGNMENT