

05-11-2010



103596810

HEET  
LY

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

**1. Name of conveying party(ies):**

East West Bank

- Individual(s)
- General Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 30, 2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Richard L. Andersen

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 16603 Falda Avenue

City: Torrance

State: California

Country: USA

Zip: 90504

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Individual

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship USA  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

76/427,907

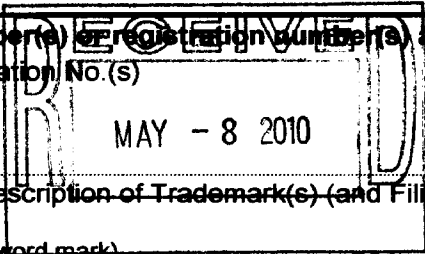
B. Trademark Registration No.(s)

2,865,523

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

VIDEBAHN (Stylized word mark)



**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: William L. Chapin

Internal Address: Law Offices of William L. Chapin

Street Address: 16791 Sea Witch Lane

City: Huntington Beach

State: California

Zip: 92649

Phone Number: (714) 625-3570

Fax Number: (714) 625-3580

Email Address: chapinpatents@dslexreme.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Refund Ref: 05/10/2010 DBYRNE 0000170059

Deposit Account Number \_\_\_\_\_  
CHECK Refund Total: \$60.00

Authorized User Name \_\_\_\_\_  
05/10/2010 DBYRNE 00000036 76427907

**9. Signature:**

William L. Chapin  
Signature

William L. Chapin

Name of Person Signing

01 FC:8521  
02 FC:8522

May 8, 2010

Date

Total number of pages including cover sheet, attachments, and document:

17

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, VA 22313-1450

**TRADEMARKS**

B) Trademark Application No. 76/559,396; Trademark Registration No. 2,950,610 (Reg: Date: 05-10-2005)

Flame Design on Amplifiers

C) Trademark Application No. 76/575,450; Trademark Registration No. 3,218,995 (Reg: Date: 03-13-2007)

Amplifier shape Design

D) Trademark Application No. 76/555,239; Trademark Registration No. 3,459,923 (Reg: Date: 07-08-2008)

**Q REFERENCE SERIES BY ALPHASONIK** (Stylized word mark)

E) Trademark Application No. 76/555,233; Trademark Registration No. 3,067,064 (Reg: Date: 03-14-2006)

Alpha (Greek character and design)

4 trademarkassignlist050810

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 30<sup>th</sup> day of September 2009 (the "Effective Date"), by and among Audiobahn, Inc., a California corporation, having its offices at 114 South Berry Street, Brea, California 92821 ("Audiobahn"), Alphasonik, Inc., California corporation, having its offices at 114 South Berry Street, Brea, California 92821 ("Alphasonik"), East West Bank, a California corporation, having its offices at 135 North Los Robles Avenue, 7<sup>th</sup> Floor, Pasadena, California 91101 (the "Bank"), Nasser Abo Abdo, an individual, residing at 26192 Oroville Place, Laguna Hills, California 92653 (the "Guarantor"), and Richard L. Andersen, having his offices at 16603 Falda Avenue, Torrance, California 90504 (the "Buyer," and together with Audiobahn, Alphasonik, the Guarantor, and the Bank, the "Parties").

### RECITALS

**WHEREAS**, the Buyer wishes to acquire all of the Bank's right, title, and interest in and to the trademarks identified in Schedule A to this Agreement, on the terms and conditions set forth in this Agreement;

**WHEREAS**, the Buyer wishes to acquire all of the Bank's right, title and interest in and to the goodwill, if any, in connection with the trademarks identified in Schedule B to this Agreement, which trademarks the Bank previously sold and/or assigned to the Buyer, and the trademarks identified Schedule A to this Agreement (the trademarks identified in Schedules A and B to this Agreement being referred to hereinafter collectively as the "Trademarks," and the goodwill, if any, associated with the Trademarks being referred to hereinafter as the "Goodwill"), on the terms and conditions set forth in this Agreement;

**WHEREAS**, the Bank wishes to sell to the Buyer all of the Bank's right, title, and interest in and to the Trademarks identified in Schedule A to this Agreement and the Goodwill, on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Buyer wishes the Bank to release, and the Bank is willing to release, any security interest that the Bank may have in the trademarks and the patents identified in Schedule C to this Agreement (the "IP") pursuant to that certain Commercial Security Agreement dated December 6, 2006, between Audiobahn, Inc., Alphasonik, Inc., Swiss Audio, Inc., American Ichiban Corp. and Xsite Group Inc., on the one hand, and East West Bank, on the other hand, on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, based upon the terms, conditions, covenants, and consideration set forth in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

**I. SALE, PURCHASE, AND LICENSE-BACK OF THE TRADEMARKS AND GOODWILL**

1.1 Effective as of the Effective Date, the Bank shall sell, and the Buyer shall purchase, all of Bank's right, title, and interest in and to the Trademarks identified in Schedule A to this Agreement and the Goodwill, at the price, and subject to the terms and conditions, set forth in this Agreement.

1.2 The Buyer's agreement, right, and obligation to purchase the Trademarks identified in Schedule A to this Agreement and the Goodwill are not severable, that is, the Buyer must purchase all of the Trademarks identified in Schedule A to this Agreement and the Goodwill, and does not have the right to purchase less than all of the Trademarks identified in Schedule A to this Agreement or the Goodwill alone.

1.3 Effective as of the Effective Date, the Buyer grants the Bank a 30-day limited license under the Trademarks identified in Schedule A to this Agreement (with right to sublicense) for the purpose of selling or otherwise disposing of any of the Bank's collateral.

1.4 The Buyer shall promptly, and in any event no later than 30 days after the Effective Date, register the assignment of the Trademarks with the appropriate governmental agencies.

**II. RELEASE OF SECURITY INTEREST IN IP**

Effective as of the Effective Date, the Bank shall release any security interest it may have in the IP, subject to the terms and conditions set forth in this Agreement.

**III. PURCHASE PRICE**

The purchase price for all of the Trademarks identified in Schedule A to this Agreement and the Goodwill together and to release the security interest in the IP (that is, total, not each) shall be the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00) (the "Purchase Price"), in cash (or cashier's check, made payable to "East West Bank"), payable as provided below, as set forth in this Agreement, without deduction or offset of any kind whatsoever.

**IV. DISCLAIMER OF WARRANTIES**

**NONE OF AUDIOBAHN, ALPHASONIK, THE GUARANTOR, OR THE BANK WARRANTS OR MAKES ANY REPRESENTATION REGARDING THE TRADEMARKS, THE GOODWILL, AND/OR THE IP, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. THE BANK SELLS, CONVEYS, ASSIGNS AND/OR RELEASES ALL RIGHTS AND INTERESTS IN AND TO THE TRADEMARKS, THE GOODWILL, AND/OR THE IP "AS IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, AND WARRANTIES AS TO TITLE OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

## V. CONSENTS

5.1 Consents by Audiobahn. Audiobahn consents, and waives all objections, to the Bank's assignment of the Trademarks and sale of the Goodwill to the Buyer, the Buyer's purchase of the Trademarks and the Goodwill, and the Bank's release of any security interest that it may have in the IP, on the terms and conditions set forth in this Agreement, and the Bank's performance under this Agreement.

5.2 Consents by Alphasonik. Alphasonik consents, and waives all objections, to the Bank's assignment of the Trademarks and sale of the Goodwill to the Buyer, the Buyer's purchase of the Trademarks and the Goodwill, and the Bank's release of any security interest that it may have in the IP, on the terms and conditions set forth in this Agreement, and the Bank's performance under this Agreement.

5.3 Consents by the Guarantor. The Guarantor, on behalf of himself and any business entities that he controls or in which he has an interest, consents, and waives all objections, to the Bank's assignment of the Trademarks and sale of the Goodwill to the Buyer, the Buyer's purchase of the Trademarks and the Goodwill, and the Bank's release of any security interest that it may have in the IP, on the terms and conditions set forth in this Agreement, and the Bank's performance under this Agreement.

5.4 Reservation, Retention, and Non-Release of Other Rights and Remedies. Notwithstanding the consents set forth in Sections 5.1, 5.2, and 5.3, and the other provisions of this Agreement, Audiobahn, Alphasonik, the Bank, and the Guarantor each hereby expressly reserve and retain, and do not waive or release, any other rights, claims, liens, security interests, or defenses that it or he may have against the other Parties or the other Parties' property. Without limiting the foregoing, the Bank reserves its lien on and security interest in all of the property of Audiobahn, Alphasonik, and their affiliates, including inventory subject to the Trademarks; provided, however, that notwithstanding the foregoing, the Bank acknowledges that upon the Bank's and the Buyer's performance under this Agreement, the Bank shall have no ownership interest in, lien on, or security interest in the Trademarks, the Goodwill, or the IP, other than the limited license in Section 1.3 of this Agreement.

## VI. DELIVERABLES

6.1 Deliverables by the Buyer. On or before the Effective Date, the Buyer shall deliver to the Bank cash, or a cashier's check made payable to "East West Bank," in the amount of the Purchase Price (that is, \$15,000.00).

6.2 Deliverables by the Bank. On the Effective Date, and contingent on the Buyer delivering the deliverables identified in Section 6.1 of this Agreement, the Bank shall deliver to the Buyer the following deliverables:

(i) a duly executed deed of trademark assignment with respect to the Trademarks substantially in the form attached to this Agreement as Exhibit 6.2(i);

(ii) a duly executed deed of trademark assignment with respect to the Goodwill substantially in the form attached to this Agreement as Exhibit 6.2(ii); and

(iii) a duly executed UCC Financing Statement Amendment (Form UCC 3) regarding the release of any security interest the Bank may have in the IP in the form attached to this Agreement as Exhibit 6.2(iii).

## **VII. REPRESENTATIONS AND WARRANTIES**

7.1 Mutual Representations. Each Party hereby warrants and represents to the other Parties as follows:

7.1.1 Such Party has the full right, power, and authority to execute, deliver, and perform his or its obligations under this Agreement and its Exhibits.

7.1.2 Such Party's execution, delivery, and performance under this Agreement and its Exhibits will not conflict with or violate, or result in any breach or violation of, or constitute a default under, any material agreement or contract of such Party or applicable law.

7.1.3 Such Party has not incurred any liability for any finder's or brokerage fees or commissions in connection with this Agreement, and such Party has employed or engaged the services of, and is not subject to any claim of, any broker, finder, consultant, or other intermediary in connection with the transactions contemplated by this Agreement for a fee or commission in connection with such transactions.

### 7.2 Representations by the Buyer.

7.2.1 The Buyer represents and warrants that it has had a chance to conduct an investigation with respect to the Trademarks, the Goodwill, and the IP and the Bank's ownership of and/or interest in the Trademarks, the Goodwill, and the IP, and hereby irrevocably accepts the Trademarks, as is, the Goodwill, as is, and release of any security interest the Bank may have in the IP, as is.

7.2.2 The Buyer represents and warrants that the Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks and/or the Goodwill, release of any security interest that the Bank may have in the IP, or any other aspect of Audiobahn's or Alphasonik's business, and that the Buyer has not given, or agreed to give, consideration to Audiobahn, Alphasonik, the Guarantor, or their respective affiliates or relatives. The Buyer further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Audiobahn, Alphasonik, the Guarantor, or their respective affiliates or relatives.

7.2.3 The Buyer represents and warrants that Mr. Abo Abdo and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks, the Goodwill, and/or the IP.

### **7.3 Representations by Audiobahn.**

7.3.1 Audiobahn represents and warrants that other than the Bank, it is the one that has or had an interest in, the Trademarks identified in Schedule A as being registered in the name of Audiobahn, the Goodwill, and the IP, and that no other entity's or person's consent is needed for, and no other entity or person has a right to object to, the transactions with respect to such Trademarks, Goodwill, and IP.

7.3.2 Audiobahn represents and warrants that the Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks and/or the Goodwill, release of any security interest that the Bank may have in the IP, or any other aspect of Audiobahn's business, and that the Buyer has not given, or agreed to give, any other consideration to Audiobahn, the Guarantor, or their respective affiliates or relatives. Audiobahn further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Audiobahn, the Guarantor, or their respective affiliates or relatives.

7.3.3 Audiobahn represents and warrants that Mr. Abo Abdo and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks, the Goodwill, and/or the IP.

### **7.4 Representations by Alphasonik.**

7.4.1 Alphasonik represents and warrants that other than the Bank, it is the one that has or had an interest in, the Trademarks identified in Schedule A as being registered in the name of Alphasonik, the Goodwill, and the IP, and that no other entity's or person's consent is needed for, and no other entity or person has a right to object to, the transactions with respect to such Trademarks, Goodwill and IP.

7.4.2 Alphasonik represents and warrants that the Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks and/or the Goodwill, release of any security interest that the Bank may have in the IP, or any other aspect of Alphasonik's business, and that the Buyer has not given, or agreed to give, any other consideration to Alphasonik, the Guarantor, or their respective affiliates or relatives. Alphasonik further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Alphasonik, the Guarantor, or their respective affiliates or relatives.

7.4.3 Alphasonik represents and warrants that Mr. Abo Abdo and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks, the Goodwill, and/or the IP.

## 7.5 Representations by the Guarantor.

7.5.1 The Guarantor represents and warrants that other than the Bank, it is the one that has or had an interest in, the Trademarks identified in Schedule A as being registered in the name of the Guarantor, the Goodwill, and the IP, and that no other entity's or person's consent is needed for, and no other entity or person has a right to object to, the transactions that are the subject of this Agreement.

7.5.2 The Guarantor represents and warrants that the Purchase Price is the only consideration that the Buyer has given, or has promised to give, for the Trademarks and/or the Goodwill, release of any security interest that the Bank may have in the IP, or any other aspect of Audiobahn's, Alphasonik's, and/or the Guarantor's businesses, and that the Buyer has not given, or agreed to give, any other consideration to Audiobahn, Alphasonik, the Guarantor, or their respective affiliates or relatives. The Guarantor further represents and warrants that the Buyer and its affiliates have no prior agreements or business relationships, and have no agreements to enter into any future agreements (including but not limited to agreements of employment) or business relationships, with Audiobahn, Alphasonik, the Guarantor, or their respective affiliates or relatives.

7.5.3 The Guarantor represents and warrants that he and his relatives and affiliates have no interest, and no arrangement to acquire an interest, in the Buyer or, if different than the Buyer, the company that will employ the Trademarks, the Goodwill, and/or the IP.

7.6 Representations by the Bank. The Bank represents and warrants that (a) it has not previously transferred any rights in the Trademarks and/or the Goodwill (except insofar as the Bank previously assigned or sold the trademarks identified in Schedule B to this Agreement to Buyer), or any security interest that it may have in the IP, (b) that by Exhibits 6.2(i) and 6.2(ii), the Bank shall, effective upon the Effective Date, transfer such rights in the Trademarks and/ the Goodwill as the Bank may have to the Buyer, and (c) that by Exhibit 6.2(iii), the Bank shall, effective upon the Effective Date, release any security interest that the Bank may have in the IP.

7.7 Survival of Representations. All of the warranties and representations of the parties shall survive the closing of the transactions contemplated by this Agreement.

## VIII. INDEMNIFICATION

Each Party will protect, defend, indemnify, and hold harmless the other Parties from and against any and all accounts, actions, attorneys' fees, expenses and costs, causes of action, claims, costs, damages, debts, demands, encumbrances, expenses, expert witness fees and expenses, liabilities, liens, losses, judgments, obligations, and orders arising from any representation such Party made in this Agreement that is untrue in a material regard as of the Effective Date, and proximately causes damages to another Party.

## IX. GENERAL

9.1 Arbitration. Any claim or controversy arising among or between the Parties pertaining to this Agreement and any claim or controversy arising out of or respecting any matter



contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled exclusively by arbitration in Los Angeles, California, before a panel of three (3) arbitrators, in accordance with the then-current rules of the Judicial Arbitration and Mediation Services ("JAMS"), and Cal. Code Civ. Proc. § 1280 et seq. The prevailing party(ies) shall be awarded his/its/their costs and reasonable attorneys' fees.

9.2 Further Assurances. The Parties shall, from time to time, promptly execute and deliver such further instruments, documents, and papers and perform such further acts as may be reasonably necessary to carry out and effect the terms of this Agreement.

9.3 Complete Agreement. This writing is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between or among the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

9.4 Schedule/Exhibit. Schedules A, B, and C and Exhibits 6.2(i), 6.2(ii), and 6.2(iii) to this Agreement are integral parts of this Agreement. If there is any conflict between any provision in this part of the Agreement and any provision in the Exhibit, the provision in the Agreement shall control.

9.5 Section Headings. Section headings are for reference purposes only, and shall not in any way affect the meaning or interpretation of any provision of the Agreement.

9.6 Modification. This Agreement can be modified or rescinded only by a writing duly executed by all Parties.

9.7 Waiver. No claim or right arising out of the breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of such claim or right unless the waiver or renunciation is in writing signed by the aggrieved Party.

9.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.9 Successors. This Agreement shall inure to the benefit of and be binding upon the Parties and, except as expressly provided in this Agreement, to their respective successors, assigns, heirs, executors, legal representatives, and administrators.

9.10 Duplicate Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and PDF copies of this Agreement shall be deemed to be originals for purposes of effectuating this Agreement.

9.11 Choice of Law. This Agreement shall be construed under the laws of the State of California, applicable to contracts to be entered into and wholly performed in the State of California.


9.12 Notice. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to a Party at the above-stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service to such address.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, have each caused to be affixed hereto his/its hand and seal as of the day and year first above written.


  
\_\_\_\_\_  
NASSER ABO ABDO, an individual

  
\_\_\_\_\_  
RICHARD L. ANDERSEN, an individual

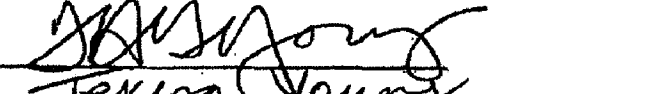
AUDIOBAHN, INC.,  
a California corporation

By:   
Name: NASSER ABO ABDO  
Title: PRESIDENT

ALPHASONIK, INC.,  
a California corporation

By:   
Name: NASSER ABO ABDO  
Title: PRESIDENT

EAST WEST BANK,  
a California corporation

By:   
Name: Terisa Young  
Title: Senior Vice President

**SCHEDULE A**

Trademark Reg. No. 2,865,523 (Reg. Date: 07-20-2004) for Videobahn – East West Bank

Trademark Reg. No. 2,950,610 (Reg. Date: 05-10-2005) for Flame Design on amplifier  
Audiobahn- East West Bank

Trademark Reg. No. 3,218,995 (Reg. Date: 03-13-2007) for Amplifier shape Audiobahn - East  
West Bank

Trademark Reg. No. 3,459,923 (Reg. Date: 07-08-2008) for Q-Reference Series -- East West  
Bank

Trademark Reg. No. 3,067,064 (Reg. Date: 03-14, 2006) for Alphasonik Logo – East West Bank

**SCHEDULE B**

Trademark Reg. No. 2,099,894 (Reg. Date: 09-23-1997) for Audiobahn - Richard Andersen

Trademark Reg. No. 2,962,880 (Reg. Date: 06-21- 2005) for Audiobahn Design Only – Richard Andersen

Trademark Reg. No. 1,350,343 (Reg. Date: 07-23-1985) for Alphasonik – Richard Andersen

10503791.3

TRADEMARK  
REEL: 004204 FRAME: 0183

**SCHEDULE C**

Trademark Reg. No. 2,804,324 (Reg. Date: 01-13-2004) for Audiobahn Connections – Audiobahn, Inc.

Trademark Reg. No. 2,840,892 (Reg. Date: 05-11-2004) for Flame Design Audiobahn - Audiobahn, Inc.

Trademark Reg. No. 2,860,760 (Reg. Date: 07-06-2004) for Flame Name Audiobahn - Audiobahn, Inc.

Design Patent No. D473,213 (04-15-2003) for Flamed Speaker Grille Audiobahn - Audiobahn, Inc.

Design Patent No. D423,503 (04-25-2000) for Amplifier Shape - Audiobahn, Inc.

Design Patent No. D478,556 (08-19-2003) for Speaker Heat Sink Alphasonik – Nasser Abo Abdo

Utility Patent No. 6,601,645 (08-05-2003) for Speaker Heat Sink Alphasonik – Nasser Abo Abdo

Utility Patent No. 6,656,000 (12-02-2003) for Terminal Block Audiobahn - Nasser Abo Abdo

DEED OF TRADEMARK ASSIGNMENT

TO ALL IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, East West Bank, a California corporation, having its principal place of business at 135 North Los Robles Avenue, 7th Floor, Pasadena, California 91101, hereby sells, assigns, and transfers to Richard L. Andersen, having his principal place of business at 16603 Falda Avenue, Torrance, California 90504, his successors and assigns, all of East West Bank's right, title, and interest in and to the following trademark registrations, as is, and related goodwill, as is, without any representations or warranties of any kind whatsoever, including, without limitation, any representations or warranties as to their validity:

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
VIDEOBAHN	2,865,523	07-20-2004
FLAME DESIGN ON AMPLIFIER	2,950,610	05-10-2005
AMPLIFIER SHAPE	3,218,995	03-13-2007
ALPHASONIK LOGO	3,067,064	03-14-2006
Q-REFERENCE SERIES	3,459,923	07-08-2008

*East West Bank*

*May*

DEED OF TRADEMARK ASSIGNMENT

TO ALL IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, East West Bank, a California corporation, having its principal place of business at 135 North Los Robles Avenue, 7th Floor, Pasadena, California 91101, hereby sells, assigns, and transfers to Richard L. Andersen, having his principal place of business at 16603 Falda Avenue, Torrance, California 90504, his successors and assigns, all of East West Bank's right, title, and interest in and to the goodwill associated with the following trademark registrations, as is, without any representations or warranties of any kind whatsoever, including, without limitation, any representations or warranties as to the validity of such goodwill:

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUDIOBAHN	2,099,894	09-23-1997
AUDIOBAHN DESIGN	2,962,880	06-21-2005
ALPHASONIK	1,350,343	07-23-1985

*East West Bank*  
*[Signature]*

**EXHIBIT 6.2(ii)**

[PLEASE SEE ATTACHED UCC-3 FORM]

10503791.3

TRADEMARK  
REEL: 004204 FRAME: 0187



# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Teresa A. Griffay-Young

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Teresa A. Griffay-Young  
Senior Vice President, Credit Review Manager  
East West Bank  
135 N. Los Robles Avenue, Suite 600  
Pasadena, CA 91101

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
067094347040

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the  REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 DELETE name: Give record name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID#, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral:  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

Trademark Reg. No. 2,804,324 (Reg. Date: 01-13-2004) for Audiobahn Connections owned by Audiobahn, Inc.  
Trademark Reg. No. 2,840,892 (Reg. Date: 05-11-2004) for Flame Design Audiobahn owned by Audiobahn, Inc.  
Trademark Reg. No. 2,860,760 (Reg. Date: 07-06-2004) for Flame Name Audiobahn owned by Audiobahn, Inc.  
Design Patent No. D473,213 (04-15-2003) for Flamed Speaker Grille Audiobahn owned by Audiobahn, Inc.  
Design Patent No. D423,503 (04-26-2000) for Amplifier Shape owned by Audiobahn, Inc.  
Design Patent No. D476,556 (08-19-2003) for Speaker Heat Sink Alphasonik owned by Nasser Abo Abdo  
Utility Patent No. 6,601,645 (08-05-2003) for Speaker Heat Sink Alphasonik owned by Nasser Abo Abdo  
Utility Patent No. 6,656,000 (12-02-2003) for Terminal Block Audiobahn owned by Nasser Abo Abdo

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
East West Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

56305.0001\DAVIDH\S\WDM\10590133.1

RECORDED: 05/08/2010

TRADEMARK  
REEL: 004204 FRAME: 0188