

COBY®

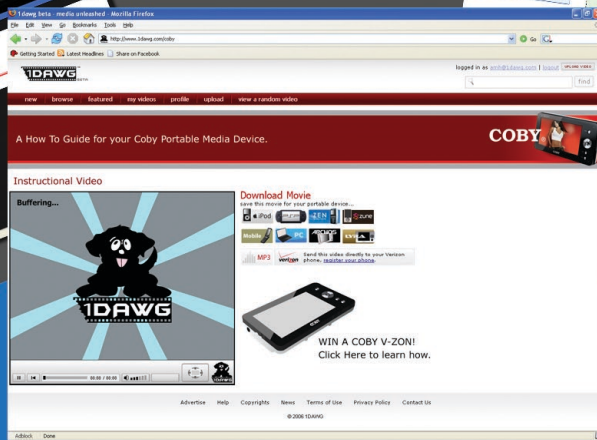
Innovations for Every Lifestyle!™



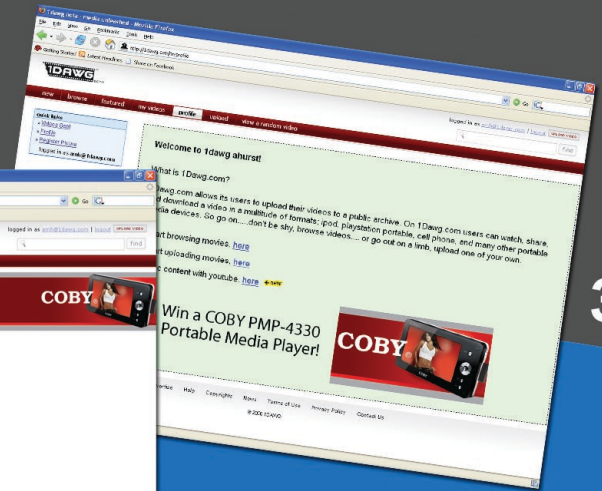
AND...



1.



2.



3.

The industry gives us great products in portable media devices, but neglects to deliver content for them. This is where 1DAWG & COBY can make a difference. User submitted content on 1DAWG.com can easily be downloaded straight to the COBY PMP Media Players making life just a little bit easier for the consumer.

Here's what we would like to do:

1. Put COBY Ads on our website. (Image 1)
2. Coby branded URL. **www.1dawg.com/coby** which gives Coby an online help section through the 1dawg website. (Image 2)
3. Give away COBY products to our users spreading brand awareness. (Image 3)



In return, make COBY consumers aware of the opportunities.

**COBY Proposal
Presented by 1 Dawg, LLC**

1. 1 Dawg, LLC ("1 Dawg") provides Coby Electronics, Inc. ("Coby") a non-exclusive license to use certain of its agreed upon trademarks and service marks in Coby packaging and advertisements.

2. In return, 1 Dawg will provide Coby with certain agreed upon advertising space and will place links to Coby's web site and products on its web site, as well as post a "how to" video explaining how to upload videos from 1dawg.com to Coby's products.

3. Both parties will have the ability to pre-approve and consent to the other party's use of their respective trademarks, service marks, advertisements, videos and information, in each instance in which such property and content is used by the other party, which consent will not be unreasonably withheld by either party.

4. The relationship will be mutually non-exclusive, meaning Coby and 1 Dawg are each free to enter into agreements with competitors of the other party for similar marketing and advertising services.

5. The relationship will be terminable by either party upon 60 days written notice or earlier if for cause, which will be further defined in a definitive agreement.

6. The Proposal reflects the intent of the parties, and the parties intend that the relationship proposed herein will be incorporated into a mutually acceptable definitive agreement, containing customary representations and warranties, covenants, conditions, indemnities, non-competition provisions and other terms.