

02-16-1999



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COVER SHEET

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

FEB 10

MLA 2-10-99

To the Honorable Commis.

Record the attached original documents or copy thereof:

1. Name of conveying party(ies):
Joseph M. Lubin

Additional name(s) of conveying party(ies) attached?
 Yes No

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

Name: POSTMUSIC, LLC

Internal Address:

Street Address: 89 Greene Street, 2nd Floor

City: New York

State: NY Zip: 10012

Additional name(s) & address(es) attached?
 Yes No

3. Nature of Conveyance:

Assignment Merger

Security Agreement Change of Name

Other: _____

Execution Date: January 4, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s):
09/026,024

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: Kory D. Christensen Esq.

Internal Address: Fenwick & West LLP

Street Address: Two Palo Alto Square

City: Palo Alto State: CA Zip Code: 94306

02/12/1999 DNGUYEN 00000232 09026024

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Fee Transmittal Enclosed

8. Deposit Account No.: 19-2555

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kory D. Christensen, P-43,548
Attorney, Reg No.

February 8, 1999
Date

Total number of pages including cover sheet, attachments, documents: [3]

Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner For Patents and Trademarks
Washington, D.C. 20231

Case Docket No.: 3250

PATENT
REEL: 9754 FRAME: 0099

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Postmusic, LLC, a Delaware corporation, having a place of business at 89 Greene Street, 2nd Floor, New York, New York, 10012 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **Method and Apparatus for Composing Original Musical Works** ("APPLICATION"), which:

is to be filed herewith

was filed on February 19, 1998, now bearing U.S. serial number 09/026,024 and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature _____

Joseph M. Lubin

Date of
Signature

Jan 4 .1997