

04-06-1999



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FORM PTO-1595  
(Rev. 6-93) + S&H 4/99

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

- 12.01.98
- Re
- Submission type: **Resubmission (Non-Recordation)** Document ID No. 100914124
  - Name of conveying party(ies): **ION, ION, Inc., NOI, Inc., Ann E. Greenberg, and Dale T. Roberts**
  - Name and address of receiving party(ies): **CDDDB, Inc., 12955 Old Meridian Street, Suite 107, Carmel, IN 46032**
  - Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution Date(s): November 2, 1998

- Application number(s) or patent number(s):

This document is being filed together with a new application:

- (a) The execution date(s) of the application is/are: \_\_\_\_\_  
(b) The title is:  
\*\*\* OR \*\*\*

This document is being filed after filing of the application:

- (a) U.S. Patent Application Nos. 08/838,082, filed April 15, 1997; 09/060,876, filed April 15, 1997; and  
PCT Application No. PCT/US98/07660, filed April 15, 1997.  
(b) Patent No(s). \_\_\_\_\_, issued \_\_\_\_\_.

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

William F. Herbert  
STAAS & HALSEY  
700 Eleventh Street, N.W.  
Suite 500  
Washington, D.C. 20001  
(202) 434-1500

Our Docket: 1364.1001

- Total number of applications and patents involved: 3

- Total fee (37 CFR 3.41)..... \$ 120.00

☐ Enclosed  
☒ Paid previously. If additional fee required, charge to deposit account.

- Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account)

- 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.*

Richard A. Gollhofer, Reg. No. 31,106

Name of Person Signing

Richard A. Gollhofer

Signature

4/1/99

Date

Total number of pages comprising cover sheet, attachments, and document: 10

DO NOT USE THIS SPACE

**PATENT**  
**REEL: 9859 FRAME: 0384**

[illegible]

100914124

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
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 \_\_\_\_\_ Security Agreement \_\_\_\_\_ Change of Name  
 Other: \_\_\_\_\_

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

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- (a) The execution date(s) of the application is/are: \_\_\_\_\_  
 (b) The title is:  
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Authorized to be charged to deposit account.

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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.*

William F. Herbert, Reg. No. 31,024

Name of Person Signing

Signature

Date \_\_\_\_\_

Total number of pages comprising cover sheet, attachments, and document: 9

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# PATENT

REEL: 9859 FRAME: 0385

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), is made as of the 2nd day of November 1998, by and between ION, a California General Partnership ("ION GP"), ION, Inc., a California corporation ("ION"), NOI, Inc., a California corporation ("NOI") (the "General Partners" or "Corporate Owners"), Ann E. Greenberg and Dale T. Roberts, as individuals and as directors and, collectively, majority shareholders of Corporate Owners (individually, an "Individual Owner," collectively, the "Individual Owners") (the Corporate Owners and the Individual Owners are collectively the ("Assignor"), to CDDDB, Inc., an Indiana corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement made and entered into as of the 2nd day of November, 1998 (the "Agreement"), which provides for the final, absolute and unconditional grant and assignment by Assignor to Assignee of certain of Assignor's assets, including, without limitation, its United States ("US") and foreign patents, applications, patentable inventions, and patent rights, and To the extent the terms of this Assignment are inconsistent with the terms of the Agreement, the terms of the Agreement shall apply; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

A. **Assignment.** Assignor hereby grants, conveys, and assigns to Assignee absolutely all of Assignor's right, title, and interest in and to all of its now owned or existing or filed and hereafter acquired or arising or filed:

1. Patents, patent applications and patentable inventions (hereinafter called the "Patents") (including, without limitation, all of the inventions and improvements described and claims therein) listed on Schedule A attached hereto (hereinafter called "Patents");
2. All reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof;
3. All applications and rights to apply for industrial property protection for the Patents or inventions in the Patents, including, without limitation, all applications for rights which have been or may hereafter be filed, in any country or countries foreign to the United States, including, without limitation, all patents, utility models, inventors' certificates and designs which may be granted for said invention and all extensions, renewals and reissues thereof;
4. All rights to claim priority rights for the Patents under the patent laws of the United States, the Paris Convention for the Protection of Industrial Property (the

9. Assignor owns the entire right, title, and interest in and to each of the Patents, each claim therein, and the Patent Rights, free and clear of any liens and encumbrances of every kind and nature.

**C. Duties of Assignor.** Assignor agrees to do the following:

1. To execute all applications, documents, papers, and instruments necessary or desirable for Assignee, as Assignee may decide and direct, to give effect to the provisions of this Assignment and the intent of the parties hereto.
2. Cooperate upon request of Assignee in the prosecution of any patent application (reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof) included in, based on or related to the Patent Rights pending as of the date hereof or hereafter filed; and
2. Cooperate upon request of Assignee with regard to unpatented but patentable inventions related to or useful for the exploitation of the Patent Rights, including, without limitation, any improvements.

After the date of this Assignment, all reasonable out-of-pocket expenses incurred by Assignor in connection Assignee's cooperation shall be borne by Assignee.

**D. Legal Equivalent**

This Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or its nominee to claim any right of priority provided by the Convention or by any other international convention or treaty or by any national law.

**E. General Provisions**

1. *Severability.* The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.
2. *Waivers.* No course of dealing between Assignor and Assignee, nor any failure to exercise or delay in exercising, on the part of the Assignee, any right, power, or privilege hereunder shall operate as a waiver thereof.
3. *Modification.* This Assignment cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section C hereof or by a writing signed by the parties hereto.

"Convention"), or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable;

5. All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for past or future infringements thereof;

6. The right to sue and recover for past, present, and future infringements thereof; and

7. All other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto.

The items referred to in items 1 through 7 are hereinafter referred to as the "Patent Rights."

**B. Covenants and Warranties.** Assignor represents, warrants, and covenants that:

1. Assignor is the sole inventor and creator of the Patents, which are accurately described on Schedule A;

2. The Patents have not been adjudged invalid or unenforceable in whole or in part, and are not currently subject or any interference proceeding or other challenge and have not are not currently being challenged or objected to in any way;

3. No person or entity has asserted or alleged any grounds or reason for the invalidity or unenforceability of the Patent Rights and, to the best of the Assignor's knowledge, information, and belief, no such grounds or reasons exist;

4. To the best of the Assignor's knowledge, information, and belief, the Patent Rights can be exercised and exploited without infringement of any senior or dominant patent or other intellectual property right;

5. No claim or allegation has been made that the use or exploitation of any of the Patent Rights in the conduct of Assignor's business constitutes an infringement of any senior or dominant patent or other intellectual property right;

6. Assignor owns no patented or patentable technology relating to music-CD-related or Internet-related CD player technology except for the Patents, and owns no technology relevant to the Patents or useful for use or exploitation of the Patents other than intellectual property and assets which are transferred to Assignee under the Agreement;

7. All US and foreign patent office fees, if any, arising from or relevant to the Patent Rights incurred up to and including the date of this Assignment have been fully paid and discharged;

8. Prior to this Assignment, Assignor has granted no license, grant of rights, lien, permission, or other grant of any interest in the Patent Rights; and

4. *Cumulative Remedies.* All of Assignee's rights and remedies with respect to the Patent Rights shall be cumulative and may be exercised individually or concurrently.
5. *Power of Attorney.* Assignor hereby authorizes Assignee to make, constitute, and appoint any representative of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for Assignee to give effect to the provisions of this Assignment and the intent of the parties hereto. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable.
6. *Binding Effect; Benefits.* This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.
7. *Applicable Law; Jurisdiction.* This Assignment shall be deemed to have been executed and delivered in Indianapolis, Indiana, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the state of Indiana. The state and federal courts located of the Marion County in Indiana in shall have exclusive jurisdiction and venue for any litigation, dispute, claim or issue that arises from this Agreement.

WITNESS the due execution hereof as of the date first above written.

ION, a California General Partnership

By: Don, one by Dale T. Roberts

Name (Print): DALE T. ROBERTS

Title: CEO

ION, Inc., a California corporation

By: Dale T. Roberts

Name (Print): DALE T. ROBERTS

Title: CEO

NOI, Inc., a California corporation

By: Dale T. Roberts

Name (Print): DALE T. ROBERTS

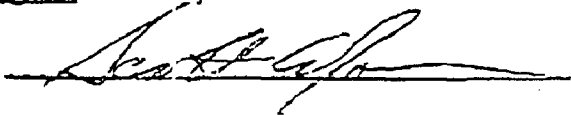
Title: CEO

Ann E. Greenberg

Dale T. Roberts  
Dale T. Roberts,

Both Dale T. Roberts and Ann E. Greenberg signing individually and as, directors and, collectively, majority shareholders of Corporate Owners

Assignee: CDDB, Inc.

By: 



State of Indiana

County of Hamilton

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dale T. Roberts and Ann E. Greenberg, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, individually and as, directors and, collectively, majority shareholders of Corporate Owners, with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of November, 1998

Cynthia Johnson  
Notary Public

Cynthia Johnson

[NOTARIAL SEAL]

My Commission Expires: June 1, 2001

County of Residence: Shelby

PATENT

REEL: 9859 FRAME: 0392

**Schedule A**

**Patents; Patent Applications and Patentable Inventions**

**I. Patents**

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None

**II. Patent Applications**

**Title and Identification**

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A. NETWORK DELIVERY OF INTERACTIVE ENTERTAINMENT COMPLEMENTING AUTO RECORDING, Application Serial No. 08/838,082, filed April 15, 1997, Inventors: Dale T. Roberts and Ann E. Greenberg, assigned to ION, a partnership of ION, Inc. and NOI, Inc.

B. NETWORK DELIVERY OF INTERACTIVE ENTERTAINMENT COMPLEMENTING AUTO RECORDING, PCT International Patent Filing, Serial No. PCT/US 98/07660 relating to US PTO Serial No. 08/838,082, filed by ION, Inc. on April 15, 1997.

C. NETWORK DELIVERY OF INTERACTIVE ENTERTAINMENT COMPLEMENTING AUTO RECORDING, Application SN 09060,876 (continuation-in-part of Serial No. 08/838,082), filed April 15, 1997, Inventors: Dale T. Roberts and Ann E. Greenberg assigned to ION, Inc., a corporation.

**III. Patentable Inventions Subject to Application in Draft Form**

**Title and Identification**

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A. AUTOMATIC NETWORK DELIVERY OF CONTENT COMPLEMENTING AN INSTALLED CD, Invented by Dale T. Roberts and Ann E. Greenberg, Not Assigned, In form of Unfiled Divisional Application.