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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.

1. Name of conveying party(ies):
Cloud, RogerA.; Zachary, Pavl C.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
E-mu Systems, Inc.
1600 Green Hills Road
Scotts Valley, California 95067
Additional name(s) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:



Execution Date: 03051999; 03051999

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)
09/237,336

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Willis E. Higgins
Cooley Godward LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3117
(Attach duplicate copy of this page if paying by 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.

Reg. No.: 23,025 Name of Person Signing: Willis E. Higgins

Signature: Willis E. Higgins Date: 4-16-99

Total number of pages including cover sheet, attachments, and document: 3

Express Mail Label No. EM 570 540 235 US Date of Deposit: April 16, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Date: April 16, 1999 By: Christine Manchester
Christine Manchester

ASSIGNMENT

Whereas, Roger A Cloud residing at 110 Blueberry Court, Scotts Valley, California 95066; and Pavl C. Zachary residing at 531 Cathedral Drive, Aptos, California 95003; (hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

INTERCHANGEABLE PICKUP, ELECTRIC STRINGED INSTRUMENT AND SYSTEM FOR AN ELECTRIC STRINGED MUSICAL INSTRUMENT

and executed therefor an Application for Letters Patent of the United States and

- having an oath or declaration executed on even date herewith;
- bearing Serial No. 09/237,336 and filed on January 26, 1999
- issued as a Patent No. ___ on ___

Whereas, E-mu Systems Inc. (hereinafter "Assignee"), a corporation of California, and having a principal place of business at 1600 Green Hills Road, Scotts Valley, California 95067, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

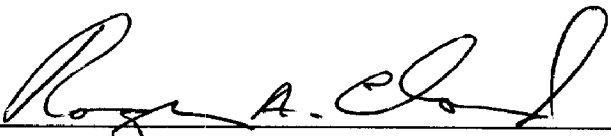
The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the

United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and **Inventor does hereby covenant** and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 3-5-99

By: 
Roger A CLOUD

Date: 3-5-99

By: 
Paul C. ZACHARY