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FORM PTO-1595
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OMB No. 0651-0011 (exp. 4/94)
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COVER SHEET
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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):
Michael I. Neidich,
Paul R. Goldberg and
Mitchell A. Golner
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Zoran Corporation
Internal Address: _____
Street Address: 3112 Scott Blvd.
City: Santa Clara, State: CA ZIP: 9505
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 26, 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)
09/325,893
B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gerald P. Parsons, Esq.
Internal Address: Majestic, Parsons,
Siebert & Hsue
Street Address: Four Embarcadero Center,
Suite 1100
City: San Francisco, State: CA ZIP: 94111

6. Total number of applications and patents involved: one
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
13-1030
(Attach duplicate copy of this page if paying by deposit account)

08/05/1999 MTHA11 00000017 09325893 DO NOT USE THIS SPACE
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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.
Gerald P. Parsons Signature July 28, 1999 Date
Name of Person Signing
PATENT 4
Total number of pages including cover sheet, attachments and documents: 0024

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ASSIGNMENT

WHEREAS, MICHAEL I. NEIDICH, a resident of Santa Clara, California, PAUL R. GOLDBERG, a resident of Palo Alto, and MITCHELL A. GOLNER, a resident of Los Gatos, California, hereinafter referred to as "Assignors," have invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled "VIRTUAL MULTICHANNEL SPEAKER SYSTEM," filed with the U.S. Patent Office on June 4, 1999, under Serial No. 09/325,893;

WHEREAS, Zoran Corporation, a Corporation of the State of California, having a place of business at 3112 Scott Blvd., Santa Clara, California 95054, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to said application, said invention, said improvements and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors,

1. Assignors hereby sell, assign, transfer and convey to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this Assignment and transfer not been made.

2. Assignors hereby warrant, covenant and represent that they have not heretofore granted any license, right or privilege with respect to said application, invention or improvements, or in any other way encumbered the same, and that they have the full right to make this Assignment.

3. Assignors further agree that at the request and expense of Assignee, but without charge to said Assignee, they will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or

desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument on the day(s) mentioned below.

July 26, 1999
Date

Michael I. Neidich
Michael I. Neidich

July 26, 1999
Date

Paul R. Goldberg
Paul R. Goldberg

July 26, 1999
Date

Mitchell A. Golner
Mitchell A. Golner

State of California

County of Santa Clara

ss.

On July 26, 1999, before me, Diana Takaki Young, personally appeared Paul Goldberg, personally known to me, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Diana Takaki Young
Notary Public

State of California

County of Santa Clara

ss.

On July 26, 1999, before me, Diana Takaki Young, personally appeared Michael Medick, personally known to me, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Diana Takaki Young
Notary Public

State of California

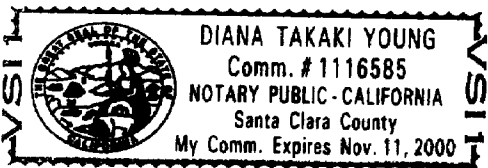
County of Santa Clara

ss.

On July 26, 1999, before me, Diana Takaki Young, personally appeared Mitchell General, personally known to me, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Diana Takaki Young
Notary Public

ASSIGNMENT

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desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

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July 26, 1999
Date

Michael I. Neidich
Michael I. Neidich

July 26, 1999
Date

Paul R. Goldberg
Paul R. Goldberg

July 26, 1999
Date

Mitchell A. Golner
Mitchell A. Golner

State of California)
County of Santa Clara)

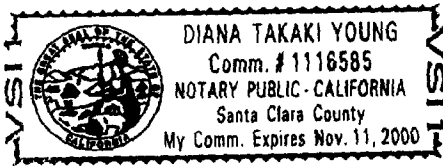
ss.

On July 26, 1999 before me, Diana Takaki Young, personally appeared Paul Halberg, personally known to me/proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Diana Takaki Young
Notary Public

(SEAL)



State of California)
County of Santa Clara)

ss.

On July 26, 1999 before me, Diana Takaki Young, personally appeared Michael Medich, personally known to me/proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Diana Takaki Young
Notary Public

(SEAL)



State of California)
County of Santa Clara)

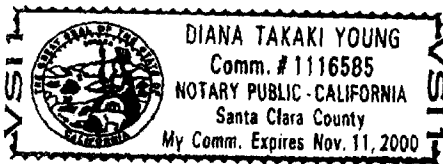
ss.

On July 26, 1999 before me, Diana Takaki Young, personally appeared Mitchell Palmer, personally known to me/proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Diana Takaki Young
Notary Public

(SEAL)



COPY