L. Keith Stephens

Registration No. 32,632

Attorney Docket No. MNKYP006

August 6, 1999

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Date:

REEL: 010159 FRAME: 0906

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ASSIGNMENT OF PATENT APPLICATION

(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

METHOD AND APPARATUS FOR SEAMLESS EXPANSION OF MEDIA

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on <u>April 23, 1999</u>, and which bears the Application No. <u>09/298,681</u>.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- Sell(s), assign(s) and transfer(s) to <u>MONKEYmedia</u>, <u>Inc.</u>, a Texas corporation having a place of business at <u>611 S. Congress Ave.</u>, <u>Suite 310</u>, <u>Austin</u>, <u>Texas 78704</u>, (hereinafter referred to as ("ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

| understar | nding that conflicts with this assignment. |
|------------|---|
| Si | igned on the date(s) indicated beside my (our) signature(s). |
| | ignature: Date: 7/7/19 Sped Name: Exic Justin Gould Date: 7/7/19 |
| County o | of Travis,) |
| State of _ | of Iravis ,) Texas ,) |
| Nan | on this 7^{th} day of July, in the year 1999, before me ce Carmack, personally appeared <u>Fric J. Gould</u> , personally known to me |
| or prove | ed to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the |
| | nstrument, and acknowledged to me that he/she executed the same in his/her authorized |
| capacity(| ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which |
| he perso | n acted, executed the instrument. |
| W | VITNESS my hand and official seal. |

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| Signature and Cearmack Nance Carmack Notary Public, State of Texas No Complete Express Aug. 13, 2001 |
|---|
| 2) Signature: Nachul (M Markand) Date: Typed Name: Rachel M. Strickland 3 AUN 1999 |
| County of SANTA CLARA, |
|) ss. |
| State of CALIFORNIA .) |
| On this 3 day of Aucust, in the year 1999, before me, fuser some on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that be/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. |
| WITNESS my hand and official seal. Signature ALBERT SIU-TOUNG COMM. #1179431 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY MY COMM Favires Apr. 10, 2002 |

Attny Docket No.: MNKYP006