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1. Name of conveying party(ies): HAOPING YU DAVID LOWELL McNEELY BILLY WESLEY BEYERS JR. Additional name(s) of conveying party(ies) attached: Yes No X		2. Name and address of receiving party(ies): Name: THOMSON Licensing S.A. Internal Address: 46 Quai A. Le Gallo F-92648 Boulogne Cedex, France Street Address: City: State: Zip: Additional name(s) & address(es) attached? Yes No X	
3. Nature of conveyance: Assignment <input checked="" type="checkbox"/> Merger Security Agreement Change of Name Other Execution Date: 1 May 2000			
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) PCT/US97/23992 Additional numbers attached? Yes No X		B. Patent No.(s) 09-555488	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: JOSEPH S. TRIPOLI Internal Address: PATENT OPERATIONS- THOMSON MULTIMEDIA LICENSING INC. Street Address: PO Box 5312 City: PRINCETON State: NEW JERSEY Zip :08543-5312		6. Total number of applications and patents involved: 1 7. Total Fee (37 CFR 3.41): \$40.00 Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 07-0832	

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9. Statement and signature. <i>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.</i> RONALD H. KURDYLA Name of Person Signing Signature Date 5/30/00 Total number of pages including cover sheet, attachments, and document: 2	
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ASSIGNMENT AND AGREEMENT

I hereby declare that I am the sole inventor (if only one inventor is named below) or one of (if plural inventors are named below) of the inventions relating to

3 joint inventors

LOW NOISE ENCODING AND DECODING METHOD

and described in RCA Docket No 88692 and the thereupon-based International (Patent Cooperation Treaty) Application for patent about to be filed or later filed by said corporation naming me/us as inventor(s).

For valuable consideration received, I hereby sell, assign and transfer to THOMSON LICENSING S.A., a corporation duly organized and existing under the laws of the country of France, its successors, and assigns my entire right, title and interest, for all countries in and to said inventions and application, and all the rights and privileges under any and all Patents that may be granted therefor, and any divisions, continuations, reissues and extensions thereof.

I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of 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 said corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with THOMSON LICENSING S.A., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed at	<u>Indianapolis</u>	Date	<u>May 1 2000</u>
Inventor (1)	<u>HAOPING YU</u> (Type or Print)		<u>Haoping Yu</u> (Signature in Full. No initials.)
Post Office Address	<u>3471 Glen Abbe Court, Carmel, Indiana 46032 USA</u>		
1st Witness	<u>Dong-Chang Shiue</u> (Type or Print)		<u>Dong-Chang Shiue</u> (Signature in Full. No initials.)
2nd Witness	<u>PAUL KNUITSON</u> (Type or Print)		<u>Paul Knutson</u> (Signature in Full. No initials.)
Signed at	<u>INDIANAPOLIS, INDIANA</u>	Date	<u>1 May 2000</u>
Inventor (2)	<u>DAVID LOWELL McNEELY</u> (Type or Print)		<u>David Lowell McNeely</u> (Signature in Full. No initials.)
Post Office Address	<u>7832 Warbler Court, Indianapolis, Indiana 46256 USA</u>		
1st Witness	<u>Dong-Chang Shiue</u> (Type or Print)		<u>Dong-Chang Shiue</u> (Signature in Full. No initials.)
2nd Witness	<u>PAUL KNUITSON</u> (Type or Print)		<u>Paul Knutson</u> (Signature in Full. No initials.)
Signed at	<u>Billy Wesley Beyers, Jr.</u>	Date	<u>5/1/2000</u>
Inventor (3)	<u>BILLY WESLEY BEYERS, JR.</u> (Type or Print)		<u>Billy Wesley Beyers, Jr.</u> (Signature in Full. No initials.)
Post Office Address	<u>1075 Arrow Wood Drive, Carmel, Indiana 46033 USA</u>		
1st Witness	<u>Kumar Ramasamy</u> (Type or Print)		<u>Kumar Ramasamy</u> (Signature in Full. No initials.)
2nd Witness	<u>Kathy Lynn Graves</u> (Type or Print)		<u>Kathy Lynn Graves</u> (Signature in Full. No initials.)

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