



12-28-2000



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Kenneth J. Gundry

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2. Name and address of receiving party(ies):

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3. Nature of Conveyance:

☒

Assignment

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Execution Date: 12/14/00

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4. Application Number or Patent Number

If this document is being filed together with a new application, the execution date of the application is:

Application Number

Patent Number

09/639,012

☐

If checked, additional numbers are attached

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

Thomas A. Gallagher, Esquire
GALLAGHER & LATHROP
A Professional Corporation
601 California Street, Suite 1111
San Francisco, CA 94108-2805

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

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Enclosed

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Atty. File No.: DOL079

ASSIGNMENT

WHEREAS, Kenneth J. Gundry, a resident of San Francisco, California, herein referred to as ASSIGNOR, is one of the inventors and owners of United States Patent Application Serial No. 09/639,012, filed August 15, 2000, entitled LOW LATENCY DATA ENCODER by Michael J. Smithers, Michael M. Truman, Stephen D. Vernon and Kenneth J. Gundry.

WHEREAS, DOLBY LABORATORIES LICENSING CORPORATION, a New York corporation, having a place of business at 100 Potrero Street, San Francisco, California, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and the invention to which said application is directed, in and to any and all improvements relating to said invention, and in and to all patents thereon, when granted in the United States and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

1. ASSIGNOR hereby grants, sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest:

(a) in and to said application, invention, and improvements thereto, and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (The Paris Convention), which additional application is a division, substitution, continuation or continuation-in-part of or is a counterpart of or is based on or relates to said application, invention or improvements thereto;

(b) all priority rights associated with the filing of each and every such application, for each country of The Paris Convention and for Taiwan; and

(c) in and to each and every patent on said invention or improvements thereto that may be granted by any country, including each and every patent that may be granted on any of the applications referred to in sub-section (a), and in and to each and every reissue, reexamination certificate, or extension of each and every such patent.

2. ASSIGNOR hereby warrants, covenants and represents that he has not heretofore granted any license, right or privilege in respect to the said applications, patents, or said invention, nor in any other way encumbered the same, and that he has the full right to convey, free of all licenses and encumbrances, the entire right, title and interest hereby assigned.

3. ASSIGNOR covenants and agrees that at the request and expense of ASSIGNEE he will promptly execute all papers deemed necessary or desirable by ASSIGNEE to perfect ownership of said invention, applications, and patents to ASSIGNEE, and execute all oaths, declarations and other papers deemed necessary or desirable by ASSIGNEE for prosecuting said applications and patents, for use in interference proceedings involving said invention, applications and patents, for use in opposition proceedings involving said invention, applications and patents, for refiling said applications, for filing of divisional, substitution,

continuation or continuation-in-part applications deemed necessary or desirable by ASSIGNEE, for reissuance or reexamination of said patents, or for the filing in foreign countries of applications for patents counterpart to or based on or related to said application or to an application which is a division, substitution, continuation or continuation-in-part of said application or which application relates to said invention or improvements thereto. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE, he will promptly assist ASSIGNEE in interference, opposition and reexamination proceedings involving said invention, applications and patents, and in litigation involving said invention, applications and patents, and will assist in the ascertainment of facts and the production of evidence relating to said invention, applications and patents.

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 ASSIGNOR, his heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, I have executed this instrument.

Dated: December 14th, 2000

Kenneth J. Gundry
Kenneth J. Gundry

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On this 14 day of December, 2000, before me, the undersigned Notary Public, personally appeared the above-named Assignor, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to this Assignment, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this Assignment the Assignor, or the entity upon behalf of which the Assignor acted, executed this Assignment.



(S E A L)

Lara M. Thompson
Notary Public
My Commission expires: January 11, 2002

DOL079