FORM PTO-1595

SHEET

U.S. DEPARTMENT OF COMMERCE

1-31-92 Patent and Trademark Office 101859492 To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof. Name of conveying party(ies): Ι. 2. Name and address of receiving party(ies): 1) R. SCOTT RADER 2) CHRISTOPH MENZEL Sound ID 3430 West Bayshore Road 3) BRENT W. EDWARDS 4) SUNIL PURIA Palo Alto, CA 94303 5) BENNY B. JOHANSEN Additional name(s) of conveying party(ies) attached? [] Yes [X] No Additional name(s) & address(es) attached? 3. Nature of conveyance: [] Yes [X] No [X] Assignment [] Merger Security Agreement [] Change of Name [] Other Execution Date: 1) 6 September 2001; 2) 13 September 2001; 3) 6 September 2001; 4) 6 September 2001; 5) 6 September 2001 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: 1) 6 September 2001; 2) 13 August 2001; 3) 6 September 2001; 4) 6 September 2001; 5) 6 September 2001 A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? [] Yes [X] No Name and address of party to whom correspondence concerning Total number of applications and patents document should be mailed: involved: [1] 7. Mark A. Haynes [X] Enclosed Havnes Beffel & Wolfeld LLP] Authorized to be charged to deposit account P.O. Box 366 8. Deposit account number: 50-0869 Half Moon Bay, CA 94019 (Attorney Docket No.: RXSD 1009-1) 25/2001 AADDFO1 00000002 0995/344 0:581 40.00 OF DO NOT USE THIS SPACE 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. Mark A. Haynes, Reg. No. 30,846 20 September 2001 Typed Name Reg. No.

Total number of pages including cover sheet, attachments and document: [5]

JOINT TO CORPORATE ASSIGNMENT

WHEREAS. the undersigned,

- (1) R. Scott Rader 625 Hobart Street Menlo Park, CA 94025
- (3) Brent W. Edwards 250 Point Lobos, #203 San Francisco, CA 94121
- San Francisco, CA 94121

 (5) Benny B. Johansen

Sunnyvale, CA 94086

718 Old San Francisco Rd. #252

- (2) Christoph Menzel 30 Great Meadow Road Madison, CT 06442
- (4) Sunil Puria 2442 Benjamin Drive Mountain View, CA 94043

hereinafter termed "Inventors", have invented certain new and useful improvements in

SOUND ENHANCEMENT FOR MOBILE PHONES AND OTHER PRODUCTS PRODUCING PERSONALIZED AUDIO FOR USERS

and have filed an application for a United States patent disclosing and identifying the above invention on ______as Application No.______, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the day of September, 2001;
(2) the 13th day of August, 2001;
(3) the day of September, 2001;
(4) the day of September, 2001;
(5) the land day of September, 2001;

(hereinafter termed "application"); and

WHEREAS. <u>Sound ID</u>, a corporation of <u>California</u>, having a place of business at <u>3430 West Bayshore Road</u>, <u>Palo Alto</u>, <u>CA 94303</u> (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1 of 4 -

- Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California)
County of Santa Clara) On 9-6, 2001, before me, Ruth Ganner Gilling personally appeared R. Scutt Ralerz. X personally known to me or ___ proved to me on the basis of 9/6/01

satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, 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.

Ruth Darren Gelrog (Notary Public)

RUTH GARNER GILROY Commission # 11766 iolary Public - Cali San Mateo County My Comm. Biolines Mar 16, 2002

FOCIjents\RXSD - Sound ID\1009-5\Assignment joint.wpd

Christoph Menzel

Christoph Menzel

9/13/c)



Brent W. Edwards

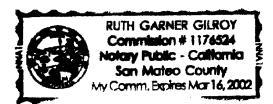
9-6-2001

Date



State of Connecticut)
County of Middle Sex
On 9/13/01, 2001, before me, Roth Garner G. IRC, personally appeared Christoph Menzel,
A personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, 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.
Ruth Marner Delroy (Notary Public)
State of Colefornia) County of Santa Clara)
On 9-6, 2001, before me, Ruth Gannen Gilny, personally appeared Brent W. Edwards.
X personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
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Ruth Darner Galroy
(Notary Public)

Jul Javia	
Sunil Puria	
9/6/01	
Date	



Benny B. Joyansen

9/6-2001

Date



,
State of California) County of Sonta Clara)
County of Santa Clara;
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WITNESS my hand and official seal.
Ruth Darner Dilroy (Notary Public)
State of California) County of Santa Clara)
County of South (County of South County of Sou
On 9-6, 2001, before me, Roth Garner Gilrey, personally appeared Benny B. Johansen
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Ruth Larner Dilroy
(Notary Public)

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- (2) Christoph Menzel 30 Great Meadow Road Madison, CT 06442
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and have filed an application for a United States patent disclosing and identifying the above invention on as Application No._____. OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the day of September, 2001; (2) the 13th day of August, 2001; (3) the Linday of September, 2001; (4) the Linday of September, 2001;

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(hereinafter termed "application"); and

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NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

PATENT REEL: 012196 FRAME: 0027

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

	State of California)
	State of California) County of Santa Clara)
R. Scott Rader	on 9-6, 2001, before me, Ruth Ganner Gilray personally appeared R. Scott Rater
9/6/01 Date	X personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
DUTH CAPNER GILLOW	WITNESS my hand and official seal.

Ruth Darner Gelroy

RUTH GARNER GILROY
Commission # 1174624
Notary Public - California
San Mateo County
My Comm. Expires Mar 14, 2002

- 2 of 4 -

PATENT REEL: 012196 FRAME: 0028



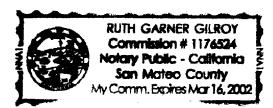
9-6-2001 Date



State of Connecticut
County of Middle Sex
on <u>a/13/01</u> , 2001, before me, Ruth Garver Girey, personally appeared <u>Christoph Menzel</u> , <u>X</u> personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, 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.
Ruth Harry Dilroy (Notary Public)
State of Colefornia) County of Santa Clara)
On 9-6, 2001, before me, Ruth Ganner Gilry, personally appeared Brent W. Edwards.
X personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, 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.
Ruth Darner Gelroy

(Notary Public)

Jun Javia
Sunil Puria
9/6/6/
Date



Benny B. Johansen

9/6-2001



State of California) County of Santa Clara)
County of Santa Clara)
on 9-6, 2001, before me, Ruth Garner Gilrey personally appeared Buril Puria,
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Ruth Jorner Dilroy (Notary Public)

-4 of 4 -

RECORDED: 09/20/2001