

03-27-2002

Form PTO-1595 (Rev. 03/01) (modified) OMB No. 0651-0027 (exp 5/31/2002)



HEET U.S. DEPARTMENT OF COMMERCE U.S. Patent And Trademark Office

To the Honorable Commissioner

102032512

original documents or copy thereof:

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FINANCE SECTION

1. Name of conveying party(ies):
James P. Lester and Alexander J. Kirk
Additional name(s) of conveying party(ies) attached?
 Yes No

3-11-02

2. Name and address of receiving party(ies):
Name: Listen.com
Internal Address:
Street Address: 2012 16th Street
City: San Francisco,
State: CA Zip: 94103
Additional name(s) & address(es) attached?
 Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: 02/11/02, 02/11/02

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): 10/021,752
B. Patent No.(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert A. Hulse, Esq.
Internal Address: Fenwick & West LLP
Street Address: Two Palo Alto Square
City: Palo Alto State: CA Zip Code: 94306
03/26/2002 DBYRNE 00000125 10021752

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41): \$40.00
 Check Enclosed
 Fee Transmittal Enclosed
 Charge the indicated fees to the below mentioned deposit account.
8. Deposit Account No.:

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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.
Robert A. Hulse, Reg. No. 48,473
Name of Person Signing

Signature
2/19/02
Date

Total number of pages including cover sheet, attachments, documents: [3]

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231
Case Docket No.: 21685-06159

21708/06077/SF/5068948.1

PATENT REEL: 012706 FRAME: 0400

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **LISTEN.COM** a California corporation, having a place of business at **2012 16TH Street, San Francisco, CA 94103** ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled Interactive Delivery of Media Using Dynamic Playlist Generation Subject to Restrictive Criteria ("APPLICATION"), which:

- is to be filed herewith
 was filed on October 29, 2001,
 now bearing U.S. application number 10/021,752; and

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
 (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

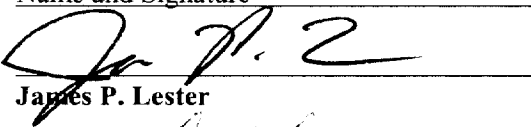
Title of Document: ASSIGNMENT

Re: James P. Lester et al.

Title: Interactive Delivery of Media Using Dynamic Playlist Generation Subject to Restrictive Criteria

Filed: October 29, 2001

Application No.: 10/021,752

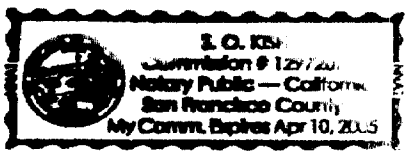
<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
	<u>2/11</u> , 2002	<u>2/11</u> , 2002
James P. Lester		
State of <u>California</u> } S.S.		
County of <u>SAN FRANCISCO</u>		

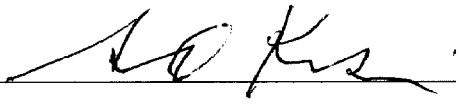
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[DATE] [NOTARY PUBLIC]

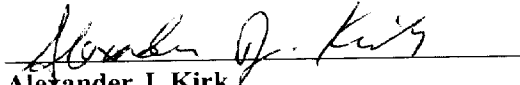
appeared James P. Lester personally known to me or proved to me on the basis of satisfactory evidence to
[INVENTOR]

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.

Notary Seal




Notary

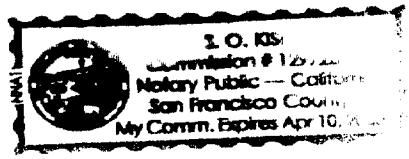
<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
	<u>2/11</u> , 2002	<u>2/11</u> , 2002
Alexander J. Kirk		
State of <u>California</u> } S.S.		
County of <u>SAN FRANCISCO</u>		

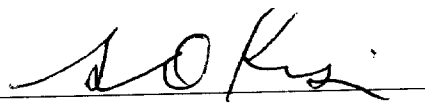
On 2-11-02 before me, S.O. KISH personally
[DATE] [NOTARY PUBLIC]

appeared Alexander J. Kirk personally known to me or proved to me on the basis of satisfactory evidence to
[INVENTOR]

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.

Notary Seal




Notary

21685/06159/SF/5060574.1