ASSIGN

SHEET

102115989

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

- 1. Name of conveying party:
 - a) Geoffrey M. Park

5.21.02

- 2. Name and address of receiving party:
 - a) Name:

Roxio, Inc.

b) Address:

455 El Camino Real, Santa Clara, CA 95050

3. Nature of conveyance

Assignment
Security Agreement

Merger

Change of Name

License Agreement

Execution Date: May 9, 2002

Other ____

4. Application Number(s) or Patent Number(s): Not yet assigned

10/097688

The title of the application is: METHOD AND SYSTEM FOR CHROMA KEY MASKING

5. Please send all correspondence concerning this document to:

06/06/2002 MBERHE 00000037 10097688 01 FC:581 40.00 DP Albert S. Penilla

MARTINE & PENILLA, LLP 710 Lakeway Drive, Suite 170 Sunnyvale, CA 94085

Customer Number 25920

Tel. No. (408) 749-6900 Fax No.: (408) 749-6901

- 6. Total number of applications and patents involved: 1
- 7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Any deficiency is authorized to be charged to Deposit Account No. 50-0805 (Order No. ROXIP215)

8. 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.

Date: May 21, 2002

Albert S. Penilla, Esq. Registration No. 39,487

Attorney Docket No. ROXIP215

(Revised 01/96)

ASSIGNMENT OF PATENT APPLICATION

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

METHOD AND SYSTEM FOR CHROMA KEY MASKING

(Atty. Docket No: ROXIP215/Application No. 10/097,688) for which I have executed an application for a United States Letters Patent.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I the undersigned inventor hereby:

- Sell, assign and transfer to Roxio, Inc. a Delaware corporation, having a place of business at 455 El Camino Real, Santa Clara, CA 95050 USA, (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.
- 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.
- 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, as well as the inventor's heirs, legal representatives and assigns.
- Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date indicated beside my signature.

Signature: l)

Typed Name: Geoffrey M.

Attorney Docket No.ROXIP215

RECORDED: 05/21/2002

PATENT REEL: 012956 FRAME: 0920