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DOCKET NO. CE11318JSW

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RECORDATION

03-19-2004

102699713

attached original

To the Honorable Director of the U.S. Patent document(s) or copy thereof:

1. Name of conveying party(ies):

Adarsh S. DESAI Marc Andre BOILLOT Radu C. FRANGOPOL March 4, 2004 March 4, 2004 March 4, 2004

2. Name and address of receiving party:

MOTOROLA, INC. 1303 E. Algonquin Road Schaumburg, IL 60196

Additional name(s) & address(es) attached?

Yes XX No 3. Nature of conveyance:

Assignment

4. Application or patent number(s):

59206493

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. March 4, 2004

A. Patent Application No.(s):

B. Patent No.(s):

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

Customer No. 34952 Jon A. Gibbons FLEIT, KAIN, GIBBONS, GUTMAN. **BONGINI & BIANCO P.L.** 551 Northwest 77th Street, Suite 111 Boca Raton, Florida 33487

6. Total number of applications and patents involved: 1

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

The Commissioner is hereby authorized to charge this fee and any additional fees to deposit account no. 50-1556

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8. 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.

Jon A. Gibbons

Name of Person Signing

Signatui

March 9, 2004 Date

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

Mail document(s) to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, Adarsh S. DESAI of Parkland, Florida, Marc Andre BOILLOT of Plantation, Florida, and Radu C. FRANGOPOL of Plantation, Florida, have sold, assigned and transferred, and do hereby sell, assign and transfer, unto MOTOROLA, INC., a corporation of the State of Delaware, having its principal office in Schaumburg, State of Illinois, United States of America, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in **BALANCING MIDI INSTRUMENT VOLUME LEVELS** (Docket No. CE11318JSW), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us on the dates indicated by our signatures below, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

We hereby also sell, assign and transfer unto MOTOROLA, INC., the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the invention and the applications for Letters Patent in foreign countries, and we further authorize MOTOROLA, INC. to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to MOTOROLA, INC., for the sole use and benefit of MOTOROLA, INC., its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to MOTOROLA, INC.

Page 1 of 4

We agree that, when requested, we will, without charge to MOTOROLA, INC., but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in MOTOROLA, INC., its successors, assigns and legal representatives or nominees.

We covenant with MOTOROLA, INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

DATE: 3/4/04

STATE OF

COUNTY OF

The undersigned Notary Public in and for the County and State aforesaid, does hereby certify that ADARSH S. DESAI whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

2004.

My commission expires: 4-30-0

Printed Name of Notary Public

TREDNALLY KNOWN TO ME. OR

YPE OF IDENTIFICATION

PATENT Docket No. CE11318JSW

MARC ANDRE BOILLOT

STATE OF Florida)

COUNTY OF Broad)

DATE: 3/4/2004

The undersigned Notary Public in and for the County and State aforesaid, does hereby certify that MARC ANDRE BOILLOT whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____ Maxle

2004.

My commission expires:

4-30-07

Notary Public Signature

Printed Name of Notary Public

Commission # DD0207519 Expires 4/30/2007 Bonded through Florida Notary Assn., Inc.

PATENT Docket No. CE11318JSW

RADU C. FRANGOPOL

DATE: 3/4/2004

STATE OF Florida
COUNTY OF Browned

)ss

imission # DD0207519 Expires 4/30/2007 Expires 4/30/2007 Ecnded through

RECORDED: 03/09/2004

The undersigned Notary Public in and for the County and State aforesaid, does hereby certify that RADUC. FRANGOPOL whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of Much

2004.

My commission expires: 4-30-67

Notary Public Signature

Printed Name of Notary Public

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