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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> Gregory C. Burnett and Eric F. Breiffeller  <b>Additional name(s) of conveying party(ies) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>AliphCom, Inc.</u>  Internal Address: _____  _____  Street Address: <u>8000 Marina Blvd., Suite 120</u>  _____  City: <u>Brisbane</u> State: <u>CA</u> Zip: <u>94005</u>  <b>Additional name(s) &amp; address(es) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  9-1-2004 and 9-3-2004 Execution Date: _____	<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>10/667,207</u> _____ B. Patent No.(s) _____ _____ <b>Additional numbers attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Barbara B. Courtney</u>  Internal Address: _____ <u>Shemwell Gregory &amp; Courtney LLP</u>  _____  Street Address: <u>4880 Stevens Creek Blvd.</u> <u>Suite 201</u>  City: <u>San Jose</u> State: <u>CA</u> Zip: <u>95129</u>	<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>501914</u>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  Barbara B. Courtney _____ Name of Person Signing   _____ Signature  9-9-2004 _____ Date  Total number of pages including cover sheet, attachments, and documents: <u>5</u>		

Mail documents to be recorded with required cover sheet information to:  
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700113410

**PATENT**  
**REEL: 015117 FRAME: 0046**

CH \$40.00 601914 10667207

Attorney Docket No.: ALPH.P010XPATENT**ASSIGNMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Gregory C. Burnett and Eric F. Breittfeller**, the undersigned Assignor(s), believing to be the original, first and sole or joint inventor(s) of any and all new and useful improvements disclosed in the application for the United States patent entitled

**Voice Activity Detector (VAD) -Based Multiple-Microphone Acoustic Noise Suppression**

hereby sell, assign, and transfer to **AliphCom, Inc.**, a California Corporation, having a principal place of business at 8000 Marina Blvd., Suite 120, Brisbane, California 94005, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the same patent application which was:

filed with the United States Patent and Trademark Office on September 18, 2003;  
assigned Application Number 10/667,207; and  
which has been executed by the undersigned on January 13, 2004 and January 9, 2004, respectively.

The undersigned further sell, assign, and transfer to Assignee said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

The undersigned further agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives.

The undersigned covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The undersigned hereby authorize and request the Officials of the United States Patent and Trademark Office and any and all foreign Patent Offices to issue any and all Letters Patents, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents may be granted.

The undersigned hereby grant to the practitioners at Customer Number 30554, the Customer Number of Shemwell Gregory & Courtney LLP, the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

**Each Inventor/Assignor: Please Sign and Date Below:**

\_\_\_\_\_, 2004  
Date

Sept. 3, 2004  
Date

\_\_\_\_\_  
Name: Gregory C. Burnett

Eric F. Breitfeller  
Name: Eric F. Breitfeller

**Please also list date you  
signed the  
accompanying  
DECLARATION if  
Assignment executed  
with new filing:**

N/A \_\_\_\_\_, 2004  
Date

Attorney Docket No.: ALPH010XPATENT**ASSIGNMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Gregory C. Burnett and Eric F. Breitfeller**, the undersigned Assignor(s), believing to be the original, first and sole or joint inventor(s) of any and all new and useful improvements disclosed in the application for the United States patent entitled

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**Each Inventor/Assignor: Please Sign and Date Below:**

9/1, 2004  
Date

  
Name: Gregory C. Burnett

\_\_\_\_\_, 2004  
Date

\_\_\_\_\_  
Name: Eric F. Breitfeller

**Please also list date you signed the accompanying DECLARATION if Assignment executed with new filing:**

N/A, 2004  
Date