

3/20/04

RECORDAT  
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03-30-2004



Docket No.  
D2A1210-1

102707684

To the Honorable Commissioner for Patents and Trademarks: For record the attached original documents or copy thereof.

1. Name of Conveying party(ies):

Jack B. Andersen, Larry E. Hand, Daniel L. W. Chieng, Joel W. Page

2. Name and address of receiving Party(ies)

D2Audio Corporation  
7600 B Capital of Texas Highway  
Suite 130  
Austin, Texas 78731

16591 U.S. PTO  
10/805569  
032004

Additional name(s) of conveying party(ies) attached?  Yes :  No

Additional name(s) & address(es) attached?  Yes :  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of name

Execution Date: **March 18, 2004, March 20, 2004**

4. Application number(s) or patent number(s):

10 805 569

If this document is being filed together with a new application, the filing date of the application is: **March 20, 2004**

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name  
**Law Offices of Mark L. Berrier  
1250 Capital of Texas Highway South  
Building II, Suite 216  
Austin, Texas 78746**

6. Total number of Applications and patents involved:

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

8.  Enclosed is a check

9.  Authorized to charge or any underpayment of fee to deposit account No.\_\_\_\_\_.  
A duplicate copy of this page is attached.

DO NOT USE THIS SPACE

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.*

Mark L. Berrier

3/20/04  
Date

Total number of pages including cover sheet, attachments, and document: 4

03/20/2004 MBELETE1 00000030 10805569

40.00 DP

ASSIGNMENT

This Assignment is made by  
**Jack B. Andersen** of Austin, Texas,  
**Larry E. Hand** of Meridian, Mississippi,  
**Daniel L. W. Chieng** of Austin, Texas, and  
**Joel W. Page** of Austin, Texas,  
(collectively, "Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled "**Systems and Methods for Implementing a Sample Rate Converter Using Hardware and Software to Maximize Speed and Flexibility**", for which an application for United States Patent is made, said application being submitted concurrently herewith; and

WHEREAS, Assignors believe themselves to be the first and original inventors of the invention, including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, any divisional, continuation, continuation-in-part, re-examination, reissue or other applications ("Applications") claiming said Invention, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention, in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to **D2Audio Corporation**, having a principal business address at 7600 B Capital of Texas Highway, Suite 130, Austin, Texas 78731 (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, said Applications and said Patents, including 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.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, Assignors and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention to Assignee, its successors and assigns, as the assignee of the entire right, title, and interest in and to said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date provided below.

Signature: Jack B. Andersen  
Jack B. Andersen

Date: 3/18/04

Signature: \_\_\_\_\_  
Larry E. Hand

Date: \_\_\_\_\_

Signature: Daniel L. W. Chieng  
Daniel L. W. Chieng

Date: 3-18-04

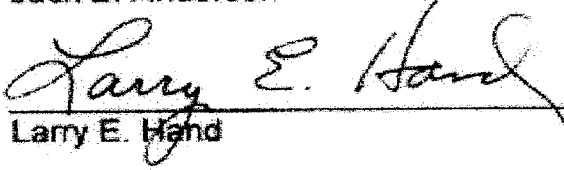
Signature: Joel W. Page  
Joel W. Page

Date: 3/20/04

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date provided below.

Signature: \_\_\_\_\_  
Jack B. Andersen

Date: \_\_\_\_\_

Signature:   
Larry E. Hand

Date: 3/18/04

Signature: \_\_\_\_\_  
Daniel L. W. Chieng

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Joel W. Page

Date: \_\_\_\_\_