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RECORD.

OMB No. 0651-0027 (exp. 6/30/2005)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

CENTRAL RESEARCH LABORATORIES LIMITED

2.20.04

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 12/3/2003

2. Name and address of receiving party(ies)

Name: CREATIVE TECHNOLOGY LTD.

Internal Address: LEGAL DEPARTMENT

Street Address: 31 International Business Park
CREATIVE RESOURCE

City: SINGAPORE State: Zip: 609921

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

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) 09/381,100

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: P. FRANCOIS DE VILLIERS

Internal Address: CREATIVE LABS, INC.

LEGAL DEPARTMENT

Street Address: 1901 MCCARTHY BOULEVARD

City: MILPITAS State: CA Zip: 95035

6. Total number of applications and patents involved: 18

7. Total fee (37 CFR 3.41).....\$ 720.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

P. FRANCOIS DE VILLIERS

Name of Person Signing

P. Francois de Villiers
Signature

2/20/04

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

**CONTINUATION OF RECORDATION FORM COVER SHEET
ITEM NUMBER 4.**

Assignment of:

Application No.	Patent No.
09/270,768	n/a
09/367,153	n/a
09/185,711	n/a
09/579,122	n/a
09/709,446	n/a
09/711,539	n/a
10/220,722	n/a
08/537,437	5,666,425
08/271,602	5,600,727
08/663,317	5,751,815
08/640,777	6,643,375
08/851,721	5,917,916
09/171,366	6,208,687
09/403,523	6,402,782
09/335,759	6,498,857
09/332,601	6,577,736
09/297,460	6,614,910

Patent Assignment (USA)

Central Research Laboratories Limited

and

Creative Technology Ltd.

3 DECEMBER 2003

MAL/IBL/786S.00036

PATENT
REEL: 015188 FRAME: 0970

THIS ASSIGNMENT is made on 3 DECEMBER 2003

BETWEEN:

- (1) **CENTRAL RESEARCH LABORATORIES LIMITED** (No. 02684463) whose registered office is at Dawley Road, Hayes, Middlesex UB3 (the "Assignor");
- (2) **CREATIVE TECHNOLOGY LTD.** (incorporated in Singapore) whose principal place of business is at 31 International Business Park, Creative Resource, Singapore 609921 (the "Assignee").

RECITAL

By an agreement made between the Assignor, the Assignee and others dated on or about the date of this agreement (the "Sale and Purchase Agreement") the Assignor agreed to assign to the Assignee on the terms set out in this assignment the patents ("Patents") and the benefit of the patent applications (the "Patent Applications") details of which are set out in the schedule hereto.

THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 In pursuance of the Sale and Purchase Agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to:

- (a) the Patents; and
- (b) the Patent Applications (for the avoidance of doubt including in respect of all countries designated in the Patent Applications), to the intent that the grant of any patent thereon shall be in the name of and vest in the Assignee,

together with all the Assignor's statutory and common law rights attaching to the Patents and the Patent Applications and all rights, privileges and powers arising or accrued therefrom including, without limitation, the right to bring proceedings for damages and other remedies in respect of any infringement occurring prior to the date hereof of the rights assigned by this assignment and to retain any damages obtained as a result of such proceedings.

1.2 The assignment of the rights in the Patents and Patent Applications shall also include the right to apply for, prosecute and obtain patents (or similar protection) that may derive priority from or have equivalent claims to or be based on the Patents or the Patent Applications in any country in the world.

2. FURTHER ASSURANCE

2.1 The Assignor further covenants that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable to enable the Assignee or, if it shall so direct, any other member of the Buyer's Group (as defined in the Sale and Purchase Agreement) to enjoy the benefit of the rights

hereby assigned, to apply for and obtain registration of the Assignee or such other member of the Buyer's Group as the registered proprietor of the Patents and the Patent Applications and otherwise to give effect to this assignment. The Assignee hereby undertakes to indemnify the Assignor against all liabilities, obligations and costs incurred by the Assignor in enabling, at the Assignee's request, a member of the Buyer's Group other than the Assignee to enjoy the benefit of the rights hereby assigned.

2.2 At the Assignee's request and cost, the Assignor shall as soon as reasonably practicable transfer, and shall procure the transfer by the relevant members of the Sellers' Group (as defined in the Sale and Purchase Agreement) of, all files and records (including those in the possession of its agents) relating to the filing, prosecution and maintenance of the Patents and the Patent Applications.

3. ENTIRE AGREEMENT

3.1 This assignment and the Sale and Purchase Agreement (including without limitation any warranties, covenants, undertakings and indemnities set out therein) set out the entire agreement and understanding between the parties in respect of the subject matter of this assignment.

4. GOVERNING LAW

4.1 This assignment shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

IN WITNESS whereof this assignment has been executed on the date first above written.

SCHEDULE
Patents and Patent Applications

Priority	Title	Application No.	Publication No.	Status
23 Apr 93	Sound-recording, processing and reproduction means.	USA 08/537,437	US 5,666,425	US Granted 9 Sept 97
17 Jul 93	Determination of position.	USA 08/271,602	US 5,600,727	US Granted 2 Feb 97
21 Dec 93	3D-audio signal balance control.	USA 08/663,317	US 5,751,815	US Granted 12 May 98
25 Nov 93	Transaural crosstalk signal processing means.	USA 08/640,777	US 6,643,375	Granted 4/11/2003
16 Apr 96	Filter switching method.	USA 09/171,366	US 6,208,687	Granted
17 May 96	Headphone switching device.	USA 08/851,721	US 5,917,916	US Granted 29.06.99
1 Dec 96	Stereo sound expander.	USA 09/297,460	US 6,614,910	Granted 2 September 2003
19 Apr 97	Telephone transmission of 3D-sound.	USA 09/381,100		Pending
15 May 97	Improved artificial ear and canal, and method of making same.	USA 09/403,523	US 6,402,782	Granted
17 Mar 98	Sensaura with rear lo-pass filter.	USA 09/270768		Pending
13 Dec 97	Near-field distance effects for 3D-sound synthesis.	USA 09/367,153		Pending
20 Jun 98	Composite/distributed sound sources for 3D-Sound.	USA 09/335,759	US 6,498,857	Granted
24 Jul 98	Distance dependent crosstalk cancellation.	USA 09/185,711		CIP with 12,582, 4.11.98
15 Oct 98	Multi-speaker method for 3D-sound reproduction.	USA 09/332601	US 6,577,736	Granted
29 May 99	Scaled Head-Related Transfer Functions.	US 09/579,122		Pending
7 March 00	Novel ambient noise-cancellation means for mobile telephones and headphones.	US 10/220,722		Pending
19 Sept 00	Sound-wave scattering synthesis for improved headphone virtualisation.	US 09/709,446		Pending
19 th Sep 00	Wavelet-based signal-processing engine for the synthesis of sound-wave scattering effects.	US 09/711,539		Pending

Signed by)
KEN GRAY)
for and on behalf of CENTRAL)
RESEARCH LABORATORIES)
LIMITED in the presence of:)

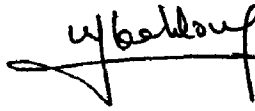
W. H. Gray

James M. Hines
Company Secretary

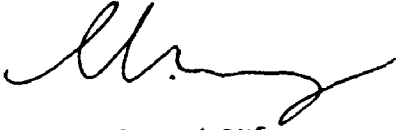
Signed by Ng Keh Long)

for and on behalf of CREATIVE)
TECHNOLOGY LTD.)

in the presence of:)



Ng Keh Long



MICHAEL WONG

(Legal Manager)

c/o CREATIVE TECHNOLOGY LTD

31 International Business Park

Creative Resource

Singapore 609921

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