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

1. Name of conveying party:
Robert Stuart
Additional names attached Yes No

2. Name and address of receiving party(ies):
**Meridian Audio Limited
Stonchill, Stukeley Meadows
Huntingdon, Cambridgeshire PE29 6EX
United Kingdom**

3. Nature of Conveyance:
 Assignment Change of Name
 Other:
Execution Date: **6-26-00**

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


4. Application Number or Patent Number
If this document is being filed together with a new application, the execution date of the application is:
Application Number **10/913,160** Patent Number
 If checked, additional numbers are attached

5. Name and address of party to whom correspondence concerning document should be mailed:
**David N. Lathrop, Esquire
GALLAGHER & LATHROP
A Professional Corporation
601 California Street, Suite 1111
San Francisco, CA 94108-2805**

6. Total Number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41): **\$ 40.00**
 Enclosed
 Charge to deposit account (copy attached)

8. Deposit account number: **07-0137**

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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 or the original document.
David N. Lathrop  **October 27, 2004**
Name Signature Date
Total # pages including cover sheet: **5**

Mail documents to be recorded with required cover sheet information to:
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(703) 306-5995**

CH \$40.00 070137 10913160

Dated 26th June 2000

(1) Mr Robert Stuart

and

(2) Meridian Audio Limited

**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

ASSIGNMENT

THIS AGREEMENT is made on

2000

BETWEEN

- (1) Mr Robert Stuart of 21 Storey's Way, Cambridge CB3 0DP (the "Assignor")
- (2) Meridian Audio Limited, a company incorporated in England and Wales under number 2710631 whose registered office is at Stonehill, Stukeley Meadows, Huntingdon, Cambridgeshire PE29 6EX (the "Assignee")

Recitals:

- (A) Assignor is employed by Assignee under a contract of employment such that inventions made by Assignor in the course of his employment are vested in Assignee.
- (B) Assignor is entering into this Agreement in order to assign to Assignee any rights owned by Assignor in the Inventions, the Patent Applications, the Patents, the Know-How and the Copyrighted Works and the Improvements (as hereinafter defined) not assigned to Assignee by the operation of the employment contract between Assignor and Assignee.

The Parties agree as follows:

1. Definitions

In this Agreement the following words shall have the meanings set out against them:

"Assigned Technology" Assignor's entire right, title and interest, if any, in the Inventions, the Patent Applications, the Patents, the Know-How and the Copyrighted Works;

"Copyrighted Works" all copyright, design rights and rights of an equivalent nature of which Assignor is now or subsequently becomes the beneficial owner, or which are licensable by Assignor, in all documents, materials and other matter (whether electronic or otherwise) which embody any of the Know-How;

"the Inventions" the inventions entitled:

- (i) "Transcoders for Fixed and Variable Rate Data Streams";
- (ii) "Lossless Packing" and

- (iii) "Matrix Improvements to Lossless Encoding and Decoding"

in each case described in the Patent Applications;

"Know-how"

all technical or commercial information, software and know-how, whether patentable or not, owned by Assignor and relating solely to, or to the extent that it relates to, the Inventions as at the effective date of this Agreement in whatever form and on whatever medium other than the subject matter of the Patent Applications, including but not limited to all techniques, operating instructions, designs, raw material or production specifications, drawings, blue prints and any other information;

"the Patent Applications"

- (i) United Kingdom Patent Application number 9814513.9;
- (ii) International Patent Application under the Patent Cooperation Treaty number PCT/GB99/02138;
- (iii) United Kingdom Patent Application number 9907918.8;
- (iv) United Kingdom Patent Application number 9907919.6;
- (v) Argentine Patent Application number P000101618;
- (vi) Taiwanese Patent Application number 89106477;
- (vii) Malaysian Patent Application number PI20001442;
- (viii) International Patent Application under the Patent Cooperation Treaty number PCT/GB00/01308;

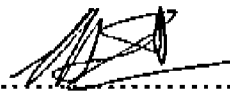
and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (the Paris Convention) which is a divisional, substitution, continuation, continuation-in-part of or is based on any of the foregoing patent applications or which additional application relates to the Inventions and all priority rights associated with the filing of each of the foregoing applications for each country of the Paris Convention;

and

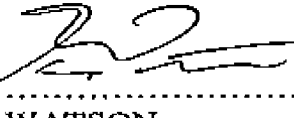
"the Patents" each and every patent in respect of the Inventions that may be granted by any country on the Patent Applications and each every reissue, re-examination or extension of each and every such patent.

- 2. In consideration of the sum of £1.00, now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS unto the Assignee all his interest in and to the Assigned Technology and the full and exclusive benefit thereof and all rights privileges and advantages appertaining thereto TOGETHER WITH such rights as the Assignor may have to recover, and take all such proceedings as may be necessary for the recovery of, damages or other forms of relief in respect of all infringements of the Patents whether taking place before or after the date of this Assignment TO HOLD the same unto the Assignee absolutely.
- 3. The Assignor HEREBY COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee or the nominee of the Assignee to enjoy the full benefit of the property and rights hereby assigned and to enjoy the exclusive benefit of any extension prolongation or further grant of patents for the time being vested in the Assignee by virtue of this Assignment.
- 4. The terms, covenants and provisions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, his successors, heirs, legal representatives and assigns.
- 5. This Assignment shall be deemed to have taken effect on October 5, 1999 with respect to the invention entitled "Lossless Packing" as disclosed in United Kingdom Patent Applications numbers 9907919.6 and 9907918.8. This Assignment shall be deemed to have taken effect on April 7, 2000 with respect to all other Assigned Technology.

IN WITNESS whereof the parties have executed this Deed as a deed on the date first above written.


.....
MR ROBERT STUART

26 June 2000
.....
Date


.....
DOUGLAS WATSON
for and on behalf of
MERIDIAN AUDIO LIMITED

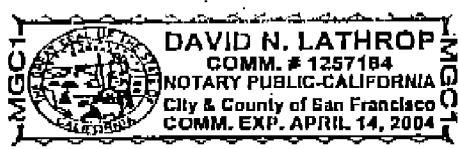
26 JUNE 2000
.....
Date

I certify that this is a true and accurate copy of an original document.

Assignment of residual rights by Stuart to MAL - Page 4 of 4


.....
David N. Lathrop
Notary Public

Dated: Feb. 1, 2002



(SEAL)