

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
PETER D. WENDT

Execution Date(s): May 23, 1999

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

2. Name and address of receiving party(ies)

Name: SONY ELECTRONICS INC.

Internal Address: _____

Street Address: _____

1 SONY DRIVE

City: PARK RIDGE

State: NEW JERSEY

Country: United States of America Zip: 07656

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

3. Nature of Conveyance:

Assignment Merger

Security Agreement Change of Name

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other Agreement to Assign and Declaration

4. Application or patent number(s):

A. Patent Application No.(s)
10/884,832

Additional numbers attached? Yes No

This document is being filed together with a new application.

B. Patent No.(s)

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

Name: Raymond B. Churchill, Jr.
LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. Dkt.: SONY 3.0-056 CONT CIP II

Street Address: 600 South Avenue West

City: Westfield

State: NJ Zip: 07090

Phone Number: (908) 518-6398

Fax Number: (908) 654-7866

Email Address: rchurchill@ldlkm.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

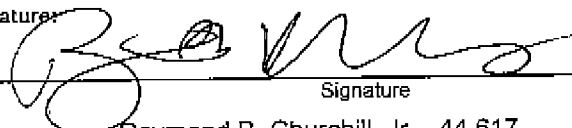
Enclosed

None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-1095
Authorized User Name Raymond B. Churchill,

9. Signature:  _____

Signature _____ Date February 9, 2005

Raymond B. Churchill, Jr. - 44,617

Name of Person Signing _____

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

CH \$40.00 121095 10884832

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: November 19, 2004 Signature: _____
(Raymond B. Churchill, Jr.)

Docket No.: SONY 3.0-056 CONT CIP II
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Peter D. Wendt

Application No.: 10/884,832

Confirmation No.: @@@

Filed: July 2, 2004

Art Unit: 2621

For METHOD TO DECODE TEMPORAL
: WATERMARKS IN COMPRESSED VIDEO

Examiner: Not Yet
Assigned

DECLARATION OF (SONY REP)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, James Williamson, declare:

1. I am employee of Sony Electronics Inc. authorized to sign this on behalf of Sony Electronics Inc.

2. I make this declaration in support of Sony Electronic Inc.'s Petition to File on Behalf of Unavailable Inventor that is being filed herewith for the purpose of proceeding on behalf of and as agent for the Inventor.

Application No.: 10/884,832 Docket No.: SONY 3.0-056 CONT CIP II

3. I have firsthand knowledge of the facts recited in this declaration.

4. Peter D. Wendt was employed by Sony Electronics Inc. at the time of his conception or making of the invention described in the above-entitled Application, which was done as a part of his employment obligations for Sony Electronics, Inc.

5. A true and correct copy of the employment agreement of Peter D. Wendt entitled "Employee Patent and Confidential Information Agreement" is attached to this Declaration as Exhibit A.

6. The Agreement includes a provision in which Peter D. Wendt in writing agreed to assign all inventions made or conceived by him during his employment with Sony Electronics Inc.

7. Peter D. Wendt is no longer employed by Sony Electronics Inc.

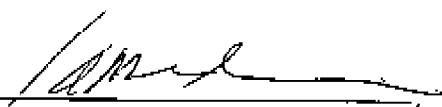
8. I further declare that all statements made herein of my knowledge are true, except for those statements made on information and belief, which are believed to be true; and further that these statements are made with the knowledge that

Application No.: 10/884,832 Docket No.: SONY 3.0-056 CONT CIP II

willful, false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this declaration, the Application and any patent resulting therefrom.

Dated:

Respectfully submitted,

By 
(Name) James Williamson 1/19/05
(Title) Vice President

528458_1.DOC

EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

SONY

Employee's Last Name (Print) [Signature] First Name [Signature] Initial [Signature]

In consideration of my employment or continued employment in any capacity with SONY (as hereinafter defined), the salary, wages or benefits paid for my services in the course of such employment, and the use of the facilities and experience of SONY and the opportunity given by SONY to me to acquire Confidential Information (as hereinafter defined) relating to the business of SONY, I voluntarily agree as follows:

- 1. For the purposes of this Agreement, the following words shall have the following meanings:
(a) "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and affiliates, or their successors or predecessors;
(b) "Confidential Information" shall mean information (i) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with SONY, including any information imparted to SONY by third parties, (2) not generally known outside SONY, and (3) which relates to SONY's business. "Confidential Information" is intended to include trade secrets and proprietary information;
(c) "Inventions" shall mean any new or useful art, discovery, conception, finding, or improvement whether or not patentable, and all related know-how;
(d) "Copyright Works" shall mean materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphics, drawings, blueprints and other works), recordings, photographs, audio, motion pictures, and audio-visual works;
(e) "Mask Works" shall mean a series of related images, however used or encoded, having as their primary purpose the production of a predetermined, three dimensional pattern of metallic, insulating or semiconductor material present or removed from the layers of a semiconductor chip product; and in which either the relation of the images to one another or the relation of the images to the surface of one form of the semiconductor chip product and to that of a semiconductor chip product.
(f) "Moral Rights" shall mean and include the following: The right of an author to be known as the author of a work; to prevent others from being named as the author of the work; to prevent others from falsely attributing to an author the authorship of work which he/she has not in fact written; to prevent others from making defamatory changes in an author's work; to withdraw a published work from circulation if it no longer represents the views of the author; and to prevent others from using the work or the author's name in such a way as to reflect on his/her professional standing.
2. I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all inventions, ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyright Works and all Mask Works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which: (a) relate or pertain to the actual or anticipated business, research and development or investigations of SONY which at the time of conception are within the scope of my employment, or which relate or pertain to any other actual or anticipated business, research and development or investigations of SONY which I become aware of as a result of my employment with SONY, knowledge of which I would not ordinarily have but for my employment with SONY; or (b) result directly, or indirectly, from, or are suggested by, any work which I have done or may do for or on behalf of SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY or while I was using or receiving the benefit of any resources of SONY.
3. I further agree to execute at any time, during or after my employment, an assignment for each such invention, Confidential Information, Copyright Work or Mask Work as SONY may request and on such terms as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing of all and all lawful papers, taking all lawful oaths, and doing all lawful acts, including giving testimony, without reimbursement other than my normal compensation as an employee of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect for the benefit of SONY, at the expense of SONY, all patents, copyrights, mask works or other proprietary rights for inventions, Copyright Works or Mask Works in any and all countries, regardless of whether I personally believe such rights to be protectable under law.
4. Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others, within the scope of my employment with SONY, shall be deemed a "work made for hire" under the copyright laws of the United States and shall be owned by SONY. I understand that any assignment or release of such works can only be made by SONY. I will do everything reasonably necessary to enable SONY or its assignees to protect its rights in such works.
5. With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire", I hereby waive any Moral Rights which I may have therein respecting SONY's use(s) thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with SONY, a waiver of Moral Rights for each such Copyright Work and "work made for hire" as SONY may request and on such terms (a) as SONY may provide.
6. I will keep and maintain adequate and current written records of all inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, reports or other documents relating thereto, in both hard copy or electronic form, which records shall be and shall remain the exclusive property of SONY and shall at all times be available to SONY and promptly upon demand delivered to SONY.
7. I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied and/or removed from the premises of SONY, except in pursuance of the business of SONY, and shall be returned to SONY, without retaining any copies, upon the termination of my employment or at any time as requested by SONY.
8. I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to: business plans, customer lists, designs, computer programs (in any form), accounting methods, inventions, formulas, processes, technical information and identity of SONY employees and their areas of expertise, including information received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes matters that I conceive or develop as well as matters I learn from other employees of SONY. I will not, except as SONY may otherwise consent or direct in writing, reveal or disclose, sell, use, license upon, or publish any Confidential Information or proprietary information of SONY, or encourage anyone else to do these things, at any time, either during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive after termination of my employment.
9. I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I have acquired because of employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.
10. I will notify SONY in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of SONY which appears to threaten or conflict with:
(1) rights I claim in any invention or idea, (2) conceived by me or others prior to my employment by SONY, or (3) otherwise outside the scope of this Agreement, or
(4) rights of others arising out of obligations incurred by me, (5) prior to this Agreement, or (6) otherwise outside the scope of this Agreement.
11. In the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.
12. I recognize that ideas, inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others, within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such ideas, inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.
13. I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or an otherwise permitted by the U.S. Department of Commerce Export Regulations, re-export or otherwise disclose, directly or indirectly, any technology or software received from Sony, nor allow the direct product thereof to be shipped directly or indirectly, to any of the countries prohibited under Part 778.4 (a) and (f) of the U.S. Department of Commerce Export Regulations.
14. If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable and the balance of this Agreement shall remain in full force and effect.
15. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all inventions, if any, patented or unpatented, Copyright Works or Mask Works including a brief description thereof (without revealing any confidential or proprietary information of any other party) which I made or conceived prior to my employment with SONY and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions from this Agreement, I have so indicated by writing "NONE" below in my own handwriting.
16. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of agreements or obligations to which I am presently a party which may be in conflict with any obligations undertaken by this Agreement. If there are no such agreements or obligations, I have indicated so by writing "NONE" below in my own handwriting.
17. This Agreement survives my employment by SONY. It is not an employment contract and is not in any way intended to restrict my right or the right of SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an "employment at will" relationship. In addition, this Agreement is binding upon my heirs, executors, administrators or other legal representatives. Upon termination of my employment with SONY, I shall, if requested by SONY, reaffirm in writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.
18. This Agreement, superseding, terminating and otherwise renders null and void any and all prior agreements or understandings written (reg with respect to the matters covered herein.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of New Jersey.
20. I agree that this Agreement may not on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at SAN JOSE CA, this 23rd day of May, 1999

Employee's Signature [Signature] Employee's Social Security Number 496-CA-5447
Home Address 1668 WILLOW LAKE LA City, State, Zip SAN JOSE CA 95131

Accepted for Sony Electronics Inc. this day of 1999. This Agreement becomes binding upon acceptance by Sony

For Paragraph 15, the following is a list of all inventions, if any, patented or unpatented, Copyright Works or Mask Works, including a brief description thereof (without revealing any confidential or proprietary information of any other party), with "NONE" below if there are none.

NONE

For Paragraph 16, the following are the only agreements or obligations to which I presently am a party which may be in conflict with the obligations undertaken above. Write "NONE" if there are none.

NONE

Witness Signature [Signature] STAFFING COORDINATOR Title

HR/MSD REV. 5/98 MASTER PERSONNEL FILE - WHITE EMPLOYEE COPY - CANARY