

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Digital Networks North America, Inc. by David Meisels, General Counsel, D&amp;M Holdings US, Inc.</td><td>08/25/2005</td></tr></table>	Name	Execution Date	Digital Networks North America, Inc. by David Meisels, General Counsel, D&M Holdings US, Inc.	08/25/2005									
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Digital Networks North America, Inc. by David Meisels, General Counsel, D&M Holdings US, Inc.	08/25/2005												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>SigmaTel, Inc.</td></tr><tr><td>Street Address:</td><td>1601 S. Mo Pac Expressway</td></tr><tr><td>Internal Address:</td><td>Suite 100</td></tr><tr><td>City:</td><td>Austin</td></tr><tr><td>State/Country:</td><td>TEXAS</td></tr><tr><td>Postal Code:</td><td>78746</td></tr></table>	Name:	SigmaTel, Inc.	Street Address:	1601 S. Mo Pac Expressway	Internal Address:	Suite 100	City:	Austin	State/Country:	TEXAS	Postal Code:	78746	
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PROPERTY NUMBERS Total: 1													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>D451899</td></tr></table>	Property Type	Number	Patent Number:	D451899									
Property Type	Number												
Patent Number:	D451899												
CORRESPONDENCE DATA													
Fax Number: (512)327-5452 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Total Attachments: 2 source=RIO444 Executed Assignment#page1.tif source=RIO444 Executed Assignment#page2.tif													

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**ASSIGNMENT OF PATENT RIGHTS**

This ASSIGNMENT OF PATENT RIGHTS (this "Assignment"), is entered into by Digital Networks North America, Inc., a Delaware corporation, DNNA (UK) Limited, a U.K. corporation, and D & M Holdings, Inc., a Japanese corporation ("DNNA" or "Assignor") with and for the benefit of SigmaTel, Inc. ("Assignee").

**WHEREAS**, Assignor has agreed to sell, assign, and transfer, and Assignee has agreed to acquire all of Assignor's rights, title and interests in and to U.S. Patent No. D451,899 ("Patent"), entitled "AUDIO PLAYER APPARATUS," issued on 12/11/2001, and including divisions, continuations, continuations-in-part, renewals, substitutes and extensions of any related patent applications thereto, and in and to any and all patents of every country or region that correspond to the Patent that may be granted or have been granted, including any reissues and reexaminations of the Patent, (the "Assigned Patent Rights").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Patent Rights, together with all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be useful or necessary upon Assignee's reasonable request.

Assignor hereby covenants that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

This Assignment shall be binding on and shall inure the benefit of, the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Delaware applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts of law of any jurisdiction. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated

ASSIGNMENT OF PATENT RIGHTS

hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in order that the transaction contemplated hereby is consummated as originally intended to the greatest extent possible.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Rights to be executed by its duly authorized representatives effective as of the date written below.

**DIGITAL NETWORKS NORTH AMERICA, INC. ("DNNA")**

Date: 8/25/05 By: David Meisels  
Name: David Meisels  
Title: General Counsel, D&M Holdings US, Inc.

STATE OF Oregon  
COUNTY OF Multnomah

On this 25 day of August, 2005, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument, personally appeared before me and acknowledged to me that he/she executed this instrument in his/her authorized capacity, and that by his/her signature, he/she or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS, my hand and official seal.

Rita K. Bell  
Notary Public

