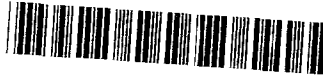


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2. Name and address of receiving party(ies)

Name: MX Entertainment

Internal Address:

Street Address: 410 Jesse Street

Suite 200

City: San Francisco

State: CA

Country: USA

Zip: 94103

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

10/779,150

B. Patent No. (s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Charles J. Kulas

Internal Address: CARPENTER & KULAS, LLP

Street Address: 1900 Embarcadero Rd.

City: Palo Alto

State: CA Zip: 94303

Phone Number: 650-842-0300

Fax Number: 650-842-0304

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6. Total number of applications and patents involved: 1

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9. Signature:

Charles J. Kulas

Signature

May 16, 2005

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40.00 Charles J. Kulas

Name of Person Signing

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred herein as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **MX Entertainment**, a **California** corporation, having a place of business at **410 Jesse Street, Suite 200, San Francisco, CA 94103**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **DVD AUDIO ENCODING USING ENVROMNETAL AUDIO TRACKS** ("APPLICATION"), which:

- ☐ is to be filed herewith
☒ was filed on February 12, 2004,
now bearing U.S. serial number 10/779,150; and

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all assignments, oaths, powers of attorney, applications, and other papers (and/or documents) necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney(s) of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: **ASSIGNMENT**

Re:

Title: DVD AUDIO ENCODING USING ENVIROMENTAL AUDIO TRACKS

Filed: (if applicable) February 12, 20004

Atty. Docket No.: 021752-000410US

Serial No.: (if applicable) 10/779,150

Name and Signature



Jeffrey Braun

Date of
Signature

4-19-2005

Date Declaration
Executed By This Person

August 12, 2004