

07-01-2005

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE



103033061

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)Keisuke Matsuo
Hiroshi Kase
Kevin Leigh La Chapelle
Ian Cameron Mercer
Brian James WalkerAdditional name(s) of conveying party(ies) attached? ☐ YES ☒ NO**3. Nature of Conveyance:**Execution Date(s) June 6, 2005 and May 2, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Correction of Assignment Recordation
 (previously recorded at Reel _____, Frame _____).
☐ Other

2. Name and address of receiving party(ies):Name: Matsushita Electric Industrial Co., Ltd.
Street Address: 1006, Oaza Kadoma, Kadoma-shi
City: Osaka
Zip: 571-8501
Country: Japan

AND

Name: Microsoft Corporation
Street Address: One Microsoft Way
City: Redmond
State: Washington
Zip: 98052
Country: USAAdditional name(s) & address(es) attached? ☐ YES ☒ NO**4. Application or patent number(s):** ☐ This document is being filed together with a new applicationA. Patent Application Number(s) 11/090,544

B. Patent Number(s) _____

Additional number(s) attached? ☐ YES ☒ NO**5. Name and address of party to whom correspondence concerning document should be mailed:**Name: Daniel N. Calder
Internal Address: RatnerPrestia

- ☒ Street Address: Suite 301
One Westlakes
Berwyn, P.O. Box 980
 City: Valley Forge State: PA ZIP: 19482-0980
 Phone Number: (610) 407-0700
 Fax Number: (610) 407-0701

OR

- ☐ Street Address: Nemours Building
1007 Orange Street
Suite 1100, P.O. Box 1596
 City: Wilmington State: DE ZIP: 19899
 Phone Number: (302) 778-2500
 Fax Number: (302) 778-2600

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41): \$ 40.

- ☒ 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 1000
 Expiration Date 03/06
 b. Deposit Account Number 18-0350
 Authorized User Name Donna M. Wellings

9. Signature: Daniel N. Calder

Signature

June 27, 2005

Date

06/30/2005 DBYRME 00000034 11090544

01 FC:8021

Daniel N. Calder
Name of Person Signing27,424
Registration NumberTotal number of pages including
cover sheet, attachments and
documents:

5

ASSIGNMENT

Applicant Reference No. P37720-01
 Additional Reference No. _____
 US Attorney Docket No. MTS-3523US

Application Serial No. 11/090,544
 PCT Application No. _____
 U.S. Patent No. _____

WHEREAS, the undersigned, has (have) invented the invention entitled:

RECORDING AND REPRODUCING SYSTEM, RECORDING APPARATUS, REPRODUCING APPARATUS, RECORDING MEDIUM, RECORDING AND REPRODUCING METHOD, RECORDING METHOD, REPRODUCING METHOD, PROGRAM AND RECORDING MEDIUM

for which an United States or International application for patent has been (a) executed by the undersigned on the same date as this Assignment, or (b) executed by the undersigned on the date of _____ (c) filed on the date of March 25, 2005, and, (d) filed concurrently herewith, or (e) issued on the date of _____; and

WHEREAS, Matsushita Electric Industrial Co., Ltd. of 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, JAPAN and Microsoft Corporation of One Microsoft Way, Redmond, WA 98052, its heirs, successors, legal representatives and assigns (hereinafter designated as "Assignee") is desirous of acquiring the entire right, title, and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intended to be legally bound hereby, the undersigned, by these presents, does sell, assign and transfer unto said Assignee the entire and exclusive right, title and interest in and to;

- (i) said invention in the United States of America, its territories, dependencies and possessions (hereinafter designated as the United States) and in all countries foreign to the United States; and
- (ii) this patent application and any and all related patent application(s) disclosing said invention, including provisionals, non-provisionals, conversions, divisions, continuations, continuations-in-part and reissues thereof in the United States and all countries foreign to the United States (hereinafter designated as "Related Applications"), along with all rights of priority created by this patent application under any treaty relating thereto; and
- (iii) any and all Letters Patent(s), including all renewals, extensions, reissues and reexamination certificates which may be granted therefore, and all rights to sue for past and future infringement thereunder, in the United States and in all countries foreign to the United States for the full term or terms thereof.

The undersigned agree(s) to execute all papers necessary in connection with this application and any and all Related Applications thereof, all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements, all papers necessary in connection with any interference which may be declared concerning this application or any and all Related Applications thereof and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference, and for any and all litigations regarding, or for the purpose of protecting the right, title and interest in and to said invention, this application and any and all Related Applications or Letters Patent(s) therefore, and to testify in any legal proceeding relating thereto and in support thereof, for the benefit of Assignee, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States and any foreign patent(s) to the Assignee and to vest all rights hereby conveyed to the Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment had not been made.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents, and officials of all foreign countries, whose duty is to issue patents, to issue any and all Letters Patent(s) resulting from said application or any and all Related Applications thereof to said Assignee and hereby covenants that the undersigned has (have) full right to convey the entire interest herein assigned, and that the undersigned has (have) not executed, and will not execute, any assignment, sale, agreement or encumbrances in conflict herewith.

The undersigned hereby does sell, assign and transfer unto said Assignee the full and exclusive authority for revoking power of attorney(s) executed by the undersigned in connection with this application and for appointing a new power of attorney in place thereof.

The undersigned hereby grant(s) the Assignee and the appointed U.S. patent attorneys and agents the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

The undersigned hereby agree(s) that the above obligations shall apply to the undersigned both individually and collectively.

The undersigned hereby agree(s) that this Assignment shall be construed in accordance with the law of the appropriate jurisdiction within the United States.

IN WITNESS WHEREOF, executed by the undersigned on the date(s) following the undersigned name(s) and signature(s).

(1) Name of the Inventor	<u>Keisuke Matsuo</u>	Signature	<u>Keisuke Matsuo</u>	Date	<u>June 6, 2005</u>
(2) Name of the Inventor	<u>Hiroshi Kase</u>	Signature	<u>Hiroshi Kase</u>	Date	<u>June 6, 2005</u>
(3) Name of the Inventor	<u>Kevin Leigh La Chapelle</u>	Signature	_____	Date	_____
(4) Name of the Inventor	<u>Ian Cameron Mercer</u>	Signature	_____	Date	_____

(The execution of this Assignment by the Inventor(s) should preferably be witnessed by at least two witnesses who sign here.)

Witness Masahumi Shimatake 2nd Witness Seichi Suguchi Date June 6, 2005

Check if additional paper(s) is/are attached. Total of 2 pages are submitted.

ASSIGNMENTApplicant Reference No. P37720-01Application Serial No. 11/090,544

Additional Reference No. _____

PCT Application No. _____

US Attorney Docket No. MTS-3523US

U.S. Patent No. _____

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- (ii) this patent application and any and all related patent application(s) disclosing said invention, including provisionals, non-provisionals, conversions, divisions, continuations, continuations-in-part and reissues thereof in the United States and all countries foreign to the United States (hereinafter designated as "Related Applications"), along with all rights of priority created by this patent application under any treaty relating thereto; and
- (iii) any and all Letters Patent(s), including all renewals, extensions, reissues and reexamination certificates which may be granted therefore, and all rights to sue for past and future infringement thereunder, in the United States and in all countries foreign to the United States for the full term or terms thereof.

The undersigned agree(s) to execute all papers necessary in connection with this application and any and all Related Applications thereof, all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements, all papers necessary in connection with any interference which may be declared concerning this application or any and all Related Applications thereof and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference, and for any and all litigations regarding, or for the purpose of protecting the right, title and interest in and to said invention, this application and any and all Related Applications or Letters Patent(s) therefore, and to testify in any legal proceeding relating thereto and in support thereof, for the benefit of Assignee, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States and any foreign patent(s) to the Assignee and to vest all rights hereby conveyed to the Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment had not been made.

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IN WITNESS WHEREOF, executed by the undersigned on the date(s) following the undersigned name(s) and signature(s).

(1) Name of the Inventor Keisuke Matsuo Signature _____ Date _____

(2) Name of the Inventor Hiroshi Kase Signature _____ Date _____

(3) Name of the Inventor Kevin Leigh La Chapelle Signature  Date 5-2-2005

(4) Name of the Inventor Ian Cameron Mercer Signature  Date May 2nd 2005

(The execution of this Assignment by the Inventor(s) should preferably be witnessed by at least two witnesses who sign here.)

Witness _____ 2nd Witness _____ Date _____

Check if additional paper(s) is/are attached. Total of 2 pages are submitted.

KLL_C:\DOCUMENTS AND SETTINGS\KEVIN\MY DOCUMENTS\PATENTS\DECLARATION\ASSIGNMENT\P37720.DOC

ASSIGNMENT (Cont., Page 2 of 2)Applicant Reference No. P37720-01Application Serial No. 11/090,544

Additional Reference No. _____

PCT Application No. _____

US Attorney Docket No. MTS-3523US

U.S. Patent No. _____

Additional Inventors:(5) Name of the Inventor Brian James Walker Signature Brian Walker Date 8/2/05

(The execution of this Assignment by the Inventor(s) should preferably be witnessed by at least two witnesses who sign here.)

Witness _____ 2nd Witness _____ Date _____