

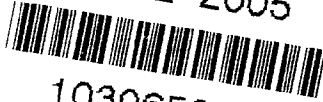
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FORM COVER SHEET

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1. Name of conveying party(ies):
Juergen SCHULTZ, Volkmar SCHOENING, Tobias BOEHM, and Stefan MATULOVIC

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: Volkswagen AG
Internal Address: _____
Street Address: _____
City: D-38436 Wolfsburg
State: Federal Republic of Germany
ZIP: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
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Execution date(s): Nov. 27, 2004, Dec. 3, 2004, Jan. 27, 2005 and Nov. 25, 2004.

4. Application numbers or patent numbers:
Execution date of application is:

A. Patent Applications: 10/511,617

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Richard L. Mayer
Internal Address: KENYON & KENYON
Street Address: One Broadway
City: New York State: New York ZIP: 10004

6. Total number of applications and patents involved: **1**

7. Total fee (37 C.F.R. 3.41) \$ **40.00**
 Enclosed
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Richard L. Mayer (Reg. No. 22,490)
Name of Person Signing

Richard L. Mayer
Signature
August 15, 2005
Date
(Clifford A. Weiss)

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ASSIGNMENT

WHEREAS, we,

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Federal Republic of Germany
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30900 Wedemark
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Tobias BOEHM
~~Auefeld 9~~ *Elmerins 25*
~~38464 Gross Twuelpstedt~~ *78458 Volpke*
Federal Republic of Germany
Citizenship: Federal Republic of Germany

and

Stefan MATULOVIC
~~Triftstuecke 29~~ *Wagnerring 7*
38471 Ruchen
Federal Republic of Germany
Citizenship: Federal Republic of Germany

have made certain inventions and discoveries in a **COMMUNICATIONS DEVICE FOR TRANSMITTING ACOUSTIC SIGNALS IN A MOTOR VEHICLE**, the specification of which was filed as PCT International Patent Application No. PCT/EP03/02368 on March 7, 2003, and

WHEREAS **VOLKSWAGEN AG**, having a place of business at **D-38436 Wolfsburg, Federal Republic of Germany**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries

or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of November, 2004.




Juergen SCHULTZ

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 03 day of
12, 2004.

V. Schöning
Volkmar SCHOENING

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27 day of
01, 20045



Tobias BOEHM

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25 day of
November, 2004.

Stefan Matulovic
Stefan MATULOVIC