

Docket No.: 56233-269 (THAT-20)FORM PTO-1596
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**PATENTS ONLY**

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):

Matthew S. Barnhill

Additional name(s) of conveying party(ies) attached? Yes

2. Name and address of receiving party(ies):

Name: THAT Corporation

Address: 45 Sumner Street

Milford, MA 01757-1656

Additional name(s) & address(es) attached? Yes

3. Nature of Conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 11/7/05

4. Application number(s) or patent number(s):

If the document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

11/204,723

B. Patent No(s).

Additional numbers attached? Yes

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

Name: Toby H. Kusmer, Esq.

Internal Address:

McDERMOTT WILL & EMERY LLP

Street Address: 28 State Street

City: Boston State: MA Zip 02109-1775

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$40.00

 Enclosed Commissioner is Authorized to charge deposit account 50-1133 for additional fees and/or credit any overpayment.

8. Deposit account number: 50-1133

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

G. Matthew McCloskey, Reg. No.: 47,025

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

CMB No. 0851-0011 (exp. 4/94)

56233-269 (THAT-20)

ASSIGNMENT OF PATENT RIGHTS

I, **Matthew S. Barnhill**, residing at **3570 Hermitage Drive, Duluth, GA 30096**, having invented improvements in **CONFIGURABLE RECURSIVE DIGITAL FILTER FOR PROCESSING TELEVISION AUDIO SIGNALS**, and having executed a patent application for United States patent describing the same based thereon, **Serial No. 11/204723, Filed August 16, 2005**, for good and valuable consideration, receipt of which is hereby acknowledged from **THAT Corporation**, a Massachusetts corporation having its principal place of business at **45 Sumner Street, Milford, Massachusetts 01757-1656** (hereinafter called the Assignee, which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee, my entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application;

And for the same consideration I do also hereby sell, assign and transfer unto the Assignee all my rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and do hereby authorize the Assignee to apply in my name or in its own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration I do hereby agree for myself and for my respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And I do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And I do hereby covenant for myself and for my respective legal representatives and agree with the Assignee that I have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed my right, title and interest in and to said inventions has not been otherwise encumbered by me, and that I have not executed and will not execute any instrument in conflict herewith.

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IN WITNESS WHEREOF, I hereunto set my hand and seal on the day and year hereinafter noted.

Matthew S. Barnhill

Matthew S. Barnhill

State of Georgia)
County of Gwinnett) ss.

Before me this 7th day of November, 2005, personally appeared **Matthew S. Barnhill**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.

Benjamin A. Kotula
Notary Public

Seal

BENJAMIN A. KOTULA
Notary Public-Hall County, Georgia
Commission Expires November 9, 2008

Attorney Docket No. 56233-269 (THAT-20)
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