

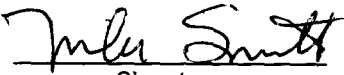


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Form PTO-1595 (Rev. 03/01)		RECC		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 5/31/2002)		103117731			
Tab settings 					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Chronadio, Inc.		2. Name and address of receiving party(ies) Name: Melodeo, Inc. Internal Address: _____ Street Address: 520 Pike Street Suite 1700 City: Seattle State: WA Zip: 98101			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: 9/20/05		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 10/349,203		ATTY DOCKET NO.: 10026.00210 (MELO-1-1012) B. Patent No.(s)			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael S. Smith Internal Address: Black Lowe & Graham, PLLC Street Address: 701 Fifth Avenue, Suite 4800 City: Seattle State: WA Zip: 98104		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 501050 (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> Michael S. Smith, Reg. No. 39,563 Name of Person Signing  Signature 11-3-05 Date Total number of pages including cover sheet, attachments, and documents: 5					

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 017191 FRAME: 0444

PATENT APPLICATION ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 20th day of September, 2005, by and between Chronadio, Inc., ("Assignor"), a California Corporation whose business address is 351 Richelieu Court, Los Altos, CA, 94022 and Melodeo, Inc., ("Assignee", and collectively, the "Parties") a Washington State Corporation, whose address is 520 Pike Street, Suite 1700, Seattle, WA 98101.

WHEREAS, Assignor is has invented several ideas disclosed in applications for United States Letters Patent (the "Patent Applications") identified in Appendix A.

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent Applications, and Assignor wishes to sell its interest in the Patent Applications to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors, representatives and assigns, all right, title and interest in the Patent Applications and in all divisions, renewals and continuations thereof, and in all letters patent granted thereon, including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to issue all Letters Patent granted pursuant to the Patent Applications to Assignee, its successors, representatives and assigns.
 - 1.1. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the execution date of this agreement and associated with the perfection of rights, title, and interest in and to the Patent Applications, provided however, that not later than thirty (10) business days after the execution date of this agreement Assignor shall deliver to Assignee an electronic, editable set of documents referencing the Patent Applications in the form and substance submitted to the USPTO. Furthermore, upon Assignee's written request, Assignor shall execute all documents and instruments, and shall do all lawful acts, in each case as may be reasonably necessary and at Assignee's expense, to perfect Assignee's rights, title, and interest in and to the Patent Applications.
 - 1.2. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the execution date of this agreement and associated with the continuous prosecution and the maintenance and enforcement of the Patent Applications, and Assignor shall have no obligation to pay any maintenance fees which become due for the Patent Applications.
2. Payment. In consideration of the assignments of the Patent Applications pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$10,000 (USD), \$2,000 of which has been paid, and the balance is payable at the execution of this document.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent Applications to Assignee. Assignor further represents and warrants that it has not executed any other agreements that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future. Assignor further represents and warrants that there are no outstanding office actions on the Patent Applications.
4. **Further Actions.** Assignor hereby agrees to use best efforts to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent Applications, and in any letters patent granted thereon, and in enforcing any and all protections or privileges deriving from the Patent Applications or from said letters patent.
 - 4.1. At the request and cost of the Assignee, the Assignor shall assist the prosecution of any pending Patent Applications and will execute all such documents and do all such acts as may be necessary or proper to obtain the acceptance of the Patent Applications
 - 4.2. In the event that the validity of the Patent Applications and/or any patent granted pursuant to the Patent Applications is challenged on any point upon which the Assignor has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such challenge, the Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge the Assignee out-of-pocket expenses properly and reasonably incurred in pursuance of this provision.
5. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

Melodeo, Inc.
Attn. CEO
520 Pike Street
Suite 1700
Seattle, WA 98101

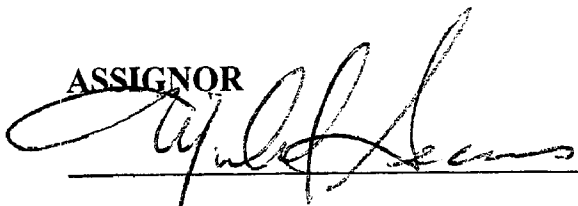
Chronadio, Inc.
351 Richelieu Court
Los Altos, CA 94022

9. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

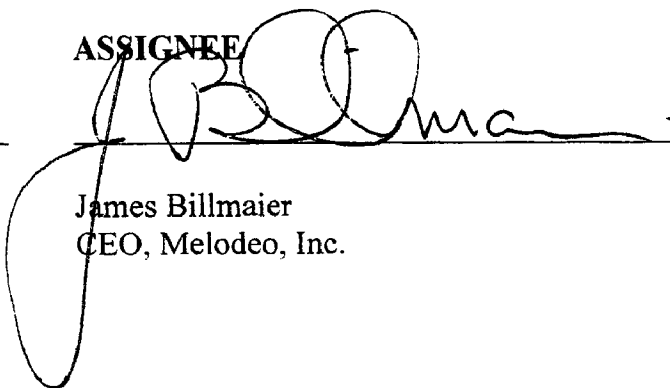
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

A handwritten signature in black ink, appearing to read "Michael Sears", written over a horizontal line.

Michael Sears
CEO, Chronadio, Inc.

ASSIGNEE

A handwritten signature in black ink, appearing to read "James Billmaier", written over a horizontal line.

James Billmaier
CEO, Melodeo, Inc.

APPENDIX A

LIST OF PATENT APPLICATIONS

Name of invention	Patent application serial number
UNIFORM MEMORY MANAGEMENT FOR PERSONAL DEVICES WITH NON-UNIFORM MEMORY SYSTEMS	10/348,218
SYSTEM AND METHODS FOR LOGICAL MEMORY DEVICES IN A DIGITAL MEDIA PLAYER	10/349,203
SYSTEM AND METHODS FOR RECORDING BROADCAST PROGRAMS, CONVERTING THE PROGRAMS AND MANAGING THE STORAGE IN A DIGITAL MEDIA PLAYBACK DEVICE	10/350,159