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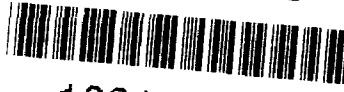
DEC 12 2005

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OMB No. 0651-0027 (exp. 6/30/2005)

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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)

- (1) A. Martin Mallinson
- (2) Dustin D. Forman
- (3) Simon Dampousse

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 18, 2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: ESS Technology, Inc.

Internal Address: \_\_\_\_\_

Street Address: 48401 Fremont Boulevard

City: Fremont

State: California

Country: United States Zip: 94538

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

4. Application or patent number(s):

A. Patent Application No.(s)

U.S. Application No. 11/236,215

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Haynes Beffel & Wolfeld LLP

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 366

City: Half Moon Bay

State: California Zip: 94019

Phone Number: (650) 712-0340

Fax Number: (650) 712-0263

Email Address: \_\_\_\_\_

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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 4600  
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Authorized User Name \_\_\_\_\_

9. Signature:

*Ernest J. Beffel, Jr.*  
Signature

12 December 2005  
Date

Ernest J. Beffel, Jr.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

HBES 1061-1

**JOINT TO CORPORATE  
ASSIGNMENT**

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**DEC 12 2005**

WHEREAS, the undersigned,

(1) A. Martin Mallinson  
1306 Huckleberry Road  
Kelowna, British Columbia  
CANADA V1P 1M5

(2) Dustin D. Forman  
2025 Barron Road  
No. 304  
Kelowna, British Columbia  
CANADA V1X 7G3

(3) Simon Dampousse  
7-2325 Silver Place  
Kelowna, British Columbia  
CANADA V1V 2L5

hereinafter termed "Inventors", have invented certain new and useful improvements in

**LOW NOISE DIGITAL TO PULSE WIDTH MODULATED  
CONVERTER WITH AUDIO APPLICATIONS**

and have filed an application for a United States patent disclosing and identifying the above invention on 26 September 2005 as Application No. 11/236,215, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 18<sup>th</sup> day of NOVEMBER, 2005;
- (2) the 18<sup>th</sup> day of November, 2005;
- (3) the 18<sup>th</sup> day of November, 2005;

(hereinafter termed "applications"); and

WHEREAS, **ESS Technology, Inc.**, a corporation of California, having a place of business at 48401 Fremont Boulevard, Fremont, CA 94538 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

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1. Said Inventors do hereby jointly and severally sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, the inventors' respective heirs, legal representatives and assigns.

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4. Said Inventors hereby warrant and represent that said inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

<p><u>A. Martin Mallinson</u> A. Martin Mallinson</p> <p><u>11. 18. 05</u> Date</p>	<p>On <u>Nov 18</u>, 2005, before me <u>A. Justin Adkinson</u> personally appeared <input checked="" type="checkbox"/> personally known to me or <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.</p> <p>WITNESS my hand and official seal</p> <p><u>[Signature]</u> (Notary Public)</p>
<p><u>Dustin D. Forman</u> Dustin D. Forman</p> <p><u>11. 18. 05</u> Date</p>	<p>On <u>11-18-05</u>, 2005, before me, <u>Dustin D. Forman</u> personally appeared <input type="checkbox"/> personally known to me or <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.</p> <p>WITNESS my hand and official seal.</p> <p><u>[Signature]</u> (Notary Public)</p> <p>KEVIN P. KINGSTON Barrister &amp; Solicitor 902 - 1708 DOLPHIN AVE KELOWNA, BC V1Y 9S4 Tel: (250) 979-4444 Fax: (250) 979-4444</p>

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<p><i>Simon Damphousse</i>  <hr/> Simon Damphousse</p> <p><i>11.18.05</i>  <hr/> Date</p>	<p>) ) )</p> <p>On <i>11.18.05</i> 2005, before me, <i>Simon Damphousse</i> personally appeared <input type="checkbox"/> personally known to me or <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.</p> <p>WITNESS my hand and official seal.</p> <p><i>[Signature]</i>  <hr/> (Notary Public)</p>
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