

CUSTOMER NO.: 24498

FORM PTO-1545
Rev. 10/2005

A/D

581-40

IAP15 Rec'd PTO 17 JAN 2006

Docket No.: PU030226

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

01-25-2006



EET

103164196

To the Honorable Director of the United States Patent and

1. Name of conveying party(ies):

JEFFERY BASIL LENDARO

Additional name(s) of
conveying party(ies)
attached:

X No

3. Nature of convenience:

X Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: July 1, 2004

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

Name: THOMSON LICENSING S.A.

Street Address: 46 Quai A. Le Gallo

F-92100 Boulogne-Billancourt, France

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

X 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): PCT/US04/21545

B. Patent No.(s)

Additional numbers attached?

Yes

No

X

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

Name: JOSEPH S. TRIPOLI

Internal Address: PATENT OPERATIONS

THOMSON LICENSING INC.

SUITE 200

Street or PO Address: P. O. Box 5312

City: PRINCETON State: NEW JERSEY Zip: 08543-5312

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41):

\$40.00

Enclosed

X Authorized to be charged to deposit account

8. Deposit account number:

07-0832

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.

Robert B. Levy

Name of Person Signing

Signature

Reg. No. 28,234

January 16, 2006

Date

Total number of pages including cover sheet, attachments, and document 2

Total no. of pages above

DO NOT DETACH THIS PORTION

Mail documents to be recorded with this sheet to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria, Virginia 22313-1450

01/20/2006 GFREY1 00000175 070832 10564940

04 FC:8021

(40.00 DA)

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 017483 FRAME: 0098

ASSIGNMENT AND AGREEMENT

I hereby declare that I am the sole inventor (if only one inventor is named below) or one of _____ joint inventors
(if plural inventors are named below) of the inventions relating to _____

TIMING GENERATOR

and described in Docket NoPU030226 and the thereupon-based International (Patent Cooperation Treaty) Application for patent about to be filed or
lately filed by said corporation naming me/us as inventor(s).

For valuable consideration received, I hereby sell, assign and transfer to THOMSON LICENSING S.A., a corporation duly
organized and existing under the laws of the country of France, its successors, and assigns my entire right, title and interest, for all countries in and to said inventions and
application, and all the rights and privileges under any and all Patents that may be granted therefor, and any divisions, continuations, reissues and extensions thereof.

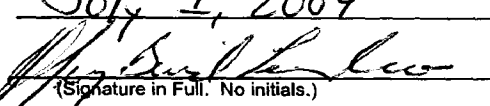
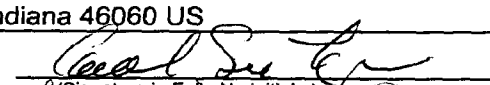
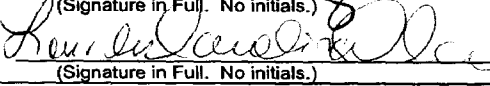
I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and
do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries
and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when
requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation,
its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its
or their own name, or in my/our name, in any and all countries and to invoke and claim for any application for patent or other form of protection for said inventions filed by it
or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may
henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may
be required in any country for any purpose and more particularly in proof of the right of the said corporation or its successors, assigns or nominees to apply for patent or
other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial
Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with THOMSON LICENSING S.A., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and
interest herein conveyed by me are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed at <u>Indianapolis, Indiana USA</u>	Date <u>July 1, 2004</u>
Inventor (1) <u>JEFFERY BASIL LENDARO</u> (Type or Print)	 (Signature in Full. No initials.)
Post Office Address <u>1107 East Logan Street, Noblesville, Indiana 46060 US</u>	
1st Witness <u>Carol Sue Thompson</u> (Type or Print)	 (Signature in Full. No initials.)
2nd Witness <u>LOURDES CAROLINA PALACIO</u> (Type or Print)	 (Signature in Full. No initials.)
Signed at _____	Date _____
Inventor (2) _____ (Type or Print)	_____ (Signature in Full. No initials.)
Post Office Address _____	
1st Witness _____ (Type or Print)	_____ (Signature in Full. No initials.)
2nd Witness _____ (Type or Print)	_____ (Signature in Full. No initials.)
Signed at _____	Date _____
Inventor (3) _____ (Type or Print)	_____ (Signature in Full. No initials.)
Post Office Address _____	
1st Witness _____ (Type or Print)	_____ (Signature in Full. No initials.)
2nd Witness _____ (Type or Print)	_____ (Signature in Full. No initials.)

After this Assignment has been recorded please RETURN to: Patent Operations

THOMSON Licensing Inc.
PO Box 5312
Princeton, NJ 08543-5312