

12-30-2005

EV299885376US

Form PTO-1595 (OMB No. 0651-0)

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103147021

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-27-05

1. Name of conveying party(ies)/Execution Date(s):

SightSound Technologies, Inc. (Delaware Corp)

Execution Date(s) 10 November 2005

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

2. Name and address of receiving party(ies)

Name: DMT Licensing, LLC (Delaware LLC)

Internal Address:

Street Address: One Independence Way

City: Princeton

State: New Jersey

Country: US

Zip: 08540

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

3. Nature of conveyance:

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

09/286,892
10/820,995
10/632,166

B. Patent No.(s)

5,191,573 6,721,491
5,675,734 6,615,349
5,966,440 6,014,491

Additional numbers attached? Yes No

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

Name: Matthew P. McWilliams

Internal Address: Drinker Biddle & Reath LLP

Street Address: One Logan Square
18th and Cherry Streets

City: Philadelphia

State: Pennsylvania Zip: 19103-6996

Phone Number: 215.988.3381

Fax Number: 215.988.2757

Email Address: matthew.mcwilliams@dbr.com

6. Total number of applications and patents involved:

9

7. Total fee (37 CFR 1.21(h) & 3.41) \$360.00

- 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 _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

December 26, 2005

Date

Matthew P. McWilliams, Reg. No. 46,922

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

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

12/29/2005 ECOOPER 00000101 09286892

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360.00 DP

PATENT
REEL: 017555 FRAME: 0149

PATENT ASSIGNMENT AGREEMENT

10th THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is made as of this day of November, 2005 by and between SightSound Technologies, Inc., a Delaware corporation ("Assignor"), and DMT Licensing, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to all of the patents and patent applications (including any and all inventions and improvements disclosed and described therein) set forth on Exhibit A hereto (the "Patents"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under the Patents.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and in the Asset Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby conveys, assigns, sells, transfers and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Patents, including the underlying inventions described therein and any and all United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof and substitutes therefor, all letters patent of the United States which have been or may be granted thereof and all foreign counterparts thereof, including any reissues or extensions of letters patent granted thereon and any and all rights corresponding to any of the foregoing throughout the world, all priority rights under the International Convention for the Protection of Industrial Property for every member country (and any other international convention or treaty), any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of future or past infringement, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits from the date of this Agreement forward), all payments and other distributions with respect thereto from the date of this Agreement forward, and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to any and all lab notes, prototypes, draft patent applications, correspondence with the United States Patent and Trademark Office or any foreign patent office, nondisclosure agreements, invention agreements and noncompete agreements, to the extent such materials relate to the Patents.

3. Assignor hereby requests the Commissioner for Patents (the "Commissioner") to record this assignment of the Patents to Assignee. Assignor hereby further requests the

Commissioner to issue any and all letters patent of the United States resulting from applications among the Patents or derived therefrom to Assignee as assignee of the entire interest. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

4. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Patents or for the performance by Assignor of any of its obligations hereunder.

5. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns, and no person other than Assignor, Assignee or their respective successors and assigns shall have any rights under this Agreement or the provisions contained herein.

6. An executed copy of this Agreement may be filed with the proper governmental or regulatory authority or public body by Assignee at any time.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard for the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement but only to such extent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, as of the date first above written.

ASSIGNEE

By: [Signature]
Name: Peter Moller
Title: Vice President
Date: November 10, 2005

ASSIGNOR

By: [Signature]
Name: Scott C. Sander
Title: President and Chief Executive Officer
Date: November 10, 2005

Commonwealth of Pennsylvania
County of Allegheny ss.:

On the 10th day of November, 2005, before me personally came Scott C. Sander, to me known (or satisfactorily proven), who being by me duly sworn, did depose and say that he is the President and CEO of Assignor, the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Patent Assignment Agreement on behalf of said corporation.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kendra J. Jenkins, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 12, 2008
Member, Pennsylvania Association Of Notaries

P.5/15 To:Never Unkovic 5183874360 NOV-10-2005 15:14 From:GE LICENSING

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

A/V eCommerce Patents:

| | <u>Country</u> | <u>Number</u> | <u>Issued</u> |
|-----|-----------------------|----------------------|------------------------|
| 01] | United States | 5,191,573 | Issued |
| 02] | United States | 5,675,734 | Issued |
| 03] | United States | 5,966,440 | Issued |
| 04] | United States | 09/286,892 | Application In Process |

A/V Compression Patents:

| | | | |
|-----|--|-------------|------------------------|
| 01] | United States | 6,014,491 | Issued |
| 02] | Singapore | 67158 | Issued |
| 03] | New Zealand | 337344 | Issued |
| 04] | Australia | 752057 | Issued |
| 05] | China | 1252917 | Issued |
| 06] | United States | 6,721,491 | Issued |
| 07] | Hong Kong | 1025208 | Issued |
| 08] | Australia | 6341198 | Application In Process |
| 09] | Brazil | 9811455 | Application In Process |
| 10] | Canada | 2279853 | Application In Process |
| 11] | China | 1121124C | Application In Process |
| 12] | European Patent Office | 0965128 | Application In Process |
| 13] | Japan | 2002508850T | Application In Process |
| 14] | United States | 2005038535 | Application In Process |
| 15] | World Intellectual Property Organization | 9843405 | Application In Process |

Applied Encryption Patents:

| | | | |
|-----|---------------|--------------|---------|
| 01] | New Zealand | 502871 | Issued |
| 02] | United States | 6,615,349 | Issued |
| 03] | Taiwan | 574641 | Issued |
| 04] | Singapore | 93860 | Issued |
| 05] | Australia | 776005 | Issued |
| 06] | Austria | EP2000300727 | Pending |
| 07] | Belgium | EP2000300727 | Pending |
| 08] | Cyprus | EP2000300727 | Pending |
| 09] | Denmark | EP2000300727 | Pending |
| 10] | Finland | EP2000300727 | Pending |
| 11] | France | EP2000300727 | Pending |
| 12] | Germany | EP2000300727 | Pending |
| 13] | Greece | EP2000300727 | Pending |
| 14] | Ireland | EP2000300727 | Pending |
| 15] | Italy | EP2000300727 | Pending |
| 16] | Lichtenstein | EP2000300727 | Pending |
| 17] | Luxembourg | EP2000300727 | Pending |
| 18] | Monaco | EP2000300727 | Pending |

| | | | |
|-----|----------------|--------------|------------------------|
| 19] | Netherlands | EP2000300727 | Pending |
| 20] | Portugal | EP2000300727 | Pending |
| 21] | Sweden | EP2000300727 | Pending |
| 22] | Spain | EP2000300727 | Pending |
| 23] | Switzerland | EP2000300727 | Pending |
| 24] | United Kingdom | EP2000300727 | Pending |
| 25] | China | CN1269549 | Pending |
| 26] | Hong Kong | HK1028466 | Pending |
| 27] | Australia | 1481000 | Application In Process |
| 28] | Brazil | 0000702 | Application In Process |
| 29] | Canada | 2299056 | Application In Process |
| 30] | Japan | 2000259478 | Application In Process |
| 31] | United States | 2004025037 | Application In Process |

Peer-to-Peer Patents:

| | | | |
|-----|--|---------------|------------------------|
| 01] | European Patent Office | 1332428 | Application In Process |
| 02] | Japan | JP2004513453T | Application In Process |
| 03] | World Intellectual Property Organization | 239253 | Application In Process |

All Intellectual Property to be free of any liens or encumbrances.