

04-17-2006



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 PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party:

David J. Prince

Additional names attached

☐ Yes ☒ No

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

Tymphany Corporation

20863 Stevens Creek Blvd.

Suite 100

Cupertino, CA

3. Nature of Conveyance:

☒ Assignment

☐ Change of Name

☐ Other:

Execution Date: 03-30-06

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application Number or Patent Number

If this document is being filed together with a new application, the execution date of the application is: 03-30-06

Application Number

29/251,301

Patent Number

04/12/2006 CM GUYEN2 00000022 29251301

05 FC:8021

☐ If checked, additional numbers are attached

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

David N. Lathrop, Esquire
 GALLAGHER & LATHROP
 A Professional Corporation
 601 California Street, Suite 1111
 San Francisco, CA 94108-2805

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Charge to deposit account (copy attached)

8. Deposit account number: 07-0137

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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 or the original document.

David N. Lathrop

Name

Signature

April 6, 2006

Date

Total # pages including cover sheet:

3

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director of the US patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

ASSIGNMENT

I am an inventor of a new invention entitled "Loudspeaker Component" by David J. Prince, such invention being described in and identified by United States application Serial Number 29/251,301 filed January 4, 2006.

TYMPHANY CORPORATION, a corporation of Delaware, having a place of business at 20863 Stevens Creek Blvd., Suite 100, Cupertino, CA, hereinafter referred to as ASSIGNEE, is desirous of acquiring my entire right, title and interest in and to said application and said invention.

For good and valuable consideration, the receipt of which is acknowledged:

1. I sell, assign, transfer and convey unto ASSIGNEE, my entire right, title and interest:
 - (a) in and to said invention and application, any and all improvements relating to said invention and application, and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (The Paris Convention), which additional application is a division, substitution, continuation or continuation-in-part of, is based on or claims priority of said application, or which additional application relates to said invention or improvements;
 - (b) all priority rights associated with the filing of each and every such application, for each country of The Paris Convention, and
 - (c) in and to each and every Patent on said invention and improvements that may be granted by any country, including each and every Patent that may be granted on any of the applications referred to in sub-section (a), and in and to each and every reissue, re-examination or extension of each and every such Patent.
2. I warrant, covenant and represent the fact that I have not heretofore granted any license, right or privilege with respect to said invention or said application to any other, or in any other way encumbered the same, and that I have the full right to sell, assign, transfer and convey, free of all licenses and encumbrances, the entire interest hereby assigned.
3. I covenant that, at the request and expense of ASSIGNEE, I will promptly execute all papers necessary or desirable to perfect ownership of said invention, applications and said each and every Patent to ASSIGNEE, and execute all oaths, declarations and other papers necessary or desirable for prosecuting said applications, for use in interference proceedings involving said invention, applications and each and every Patent, for use in opposition proceedings involving said invention, applications and each and every Patent, for refiling said applications, for filing of divisional, substitution, continuation or continuation-in-part applications deemed necessary or desirable by ASSIGNEE, for

reissuance or re-examination of said each and every Patent, or for the filing in foreign countries of applications for Patent counterpart to or based on said application or to an application which is a division, substitution, continuation or continuation-in-part of said application or which application relates to said invention and improvements. I further covenant and agree that, at the expense and request of ASSIGNEE, I will promptly assist ASSIGNEE in interference and opposition proceedings involving said invention, applications and each and every Patent, and in litigation involving said invention, applications and each and every Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention, applications and each and every Patent.

4. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon me, my heirs, legal representatives and assigns.

David J. Prince, a resident of Villa Park, Illinois

David J. Prince
Signature

3-30-06
Date

STATE OF IL
COUNTY OF DUPAGE

On this 30th day of MARCH 2006, before me, the undersigned notary public, personally appeared the above-named person, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Assignment and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this Assignment he, or the entity upon behalf of which he acted, executed this Assignment.

[Signature]
Notary Public
SEAL
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES JULY 17, 2011