

Docket No.: 56233-290 (THAT-21)

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0851-0027 (exp. 5/31/2002)  
P08/REV03

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
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## PATENTS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Matthew S. Barnhill

Additional names(s) of conveying party(las)

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: June 7, 2006

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

Name: THAT Corporation

Internal Address:

Street Address: 45 Sumner Street

City: Milford State: MA ZIP: 01757

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

## 4. Application number(s) or patent numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

11/395,990

Filed: 3-31-06

Additional numbers attached? ☐ Yes ☒ No

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

Name: Toby H. Kusmer, P.C.

Internal Address: McDermott Will &amp; Emery LLP

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

## 6. Total number of applications and patents involved:

1

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

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

## 8. Deposit account number:

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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 of the original document.

Toby H. Kusmer, P.C.

Name of Person Signing

Signature

Date

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

3

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REEL: 017802 FRAME: 0542

CH \$40.00 501133 11395990

## CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

Whereas, **Matthew S. Barnhill**, executed an assignment of Patent Rights to **THAT Corporation** a **Massachusetts Corporation** having a principal place of business at **45 Sumner Street, Milford, MA 01757-1656, USA**, on July 29, 2005, in connection with the provisional patent application entitled **FM SIGNAL QUALITY ESTIMATION FOR BTSC AUDIO DECODERS**, Serial No. **60/667,969**, filed **April 4, 2005**, the assignment document being recorded in the United States Patent and Trademark Office on August 11, 2005 at Reel 016870, Frame 0813;

Whereas, a new patent application, claiming priority based upon said provisional application, has been filed in the United States Patent and Trademark Office; and,

Whereas, the parties wish to insure and confirm that a proper transfer of rights has been made.

Accordingly, I, **Matthew S. Barnhill**, residing at **3570 Hermitage Drive, Duluth GA 30096**, having invented improvements in **SIGNAL QUALITY ESTIMATION AND CONTROL SYSTEM** and having executed an application for United States patent, Serial No. **11/395,990**, filed **March 31, 2006**, describing the same and based thereon, and further based on the above-referenced provisional application, for good and valuable consideration, receipt of which is hereby acknowledged from **THAT Corporation** a **Massachusetts Corporation** having a principal place of business at **45 Sumner Street, Milford, MA 01757-1656, USA**, and hereinafter referred to as the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer to the Assignee my entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration I do also hereby sell, assign and transfer unto the Assignee all my rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and I do hereby authorize the Assignee to apply in my name or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration I do hereby agree for myself and for my respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And I do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And I do hereby covenant for myself and for my respective legal representatives and agree with the Assignee that I have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by me, and that I have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the day and year hereinafter noted.

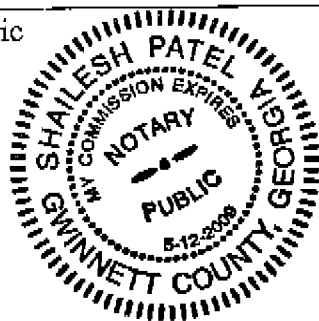
Matthew S. Barnhill  
**Matthew S. Barnhill**

State of GA  
 County of GWINNETT ss.

Before me this 7<sup>th</sup> day of JUNE, 2006, personally appeared **Matthew S. Barnhill**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.

[Signature]  
 Notary Public

SEAL



56233-290 (THAT-21)  
 McDermott Will & Emery LLP  
 28 State Street  
 Boston, MA 02109-1775  
 (617) 535-4065

# McDermott Will & Emery<sub>LLP</sub>

Boston Brussels Chicago Düsseldorf London Los Angeles Miami Milan  
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## FACSIMILE

**Date:** June 15, 2006

**Time Sent:**

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<i>Client/Matter/Tkpr:</i>	56233-290/5496	<i>Original to Follow by Mail:</i>	No
		<i>Number of Pages, Including Cover:</i>	

**Re:** In re Application of: Matthew S. Barnhill  
Serial No.: 11/395,990  
Filing Date: March 31, 2006  
Title: Signal Quality Estimation And Control System  
Docket No.: 56233-290 (THAT-21)  
Art Unit No.:

### Message:

Please record the attached Assignment of Patent Rights.

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U.S. practice conducted through McDermott Will & Emery LLP.  
28 State Street Boston, Massachusetts 02109-1775 Telephone: 617.535.4000

BST99 00370-03011-290  
**RECORDED: 06/15/2006**

**PATENT**  
**REEL: 017802 FRAME: 0545**