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## 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

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

Jack B. Andersen and Michael A. Kost

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

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

Execution Date(s) January 30, 2007

- ☒ 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: D2Audio Corporation

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

Street Address: 7600 B Capital of Texas Highway,

Suite 130

City: Austin

State: TX

Country: US

Zip: 78731

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

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

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

11/669,643

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark L. Berrier

Internal Address: Suite 204

Street Address: 3811 Bee Caves Rd.

City: Austin

State: TX

Zip: 78746

Phone Number: 512-306-9200

Fax Number: 512-306-9952

Email Address: mberrier@texasIP.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☒ 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 9357  
Expiration Date 10/08

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Date

1/31/07

Mark L. Berrier

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

ASSIGNMENT

This Assignment is made by

**Jack B. Andersen** of Cedar Park, TX,

**Michael A. Kost** of Cedar Park, TX,

(collectively, "Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled "**Systems and Methods for Pulse Width Modulating Asymmetric Signal Levels**", attorney docket number D2A1390-1, for which an application for United States Patent is made, said application being submitted concurrently herewith; and

WHEREAS, Assignors believe themselves to be the first and original inventors of the invention, including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, any divisional, continuation, continuation-in-part, re-examination, reissue or other applications ("Applications") claiming said Invention, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention, in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to **D2Audio Corporation**, having a principal business address at 7600 B Capital of Texas Highway, Suite 130, Austin, Texas 78734 (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, said Applications and said Patents, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, Assignors and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention to Assignee, its successors and assigns, as the assignee of the entire right, title, and interest in and to said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date provided below.

Signature: Jack Andersen  
Jack B. Andersen

Date: 30 Jan 2007

Signature: Mike Kost  
Michael A. Kost

Date: 30 Jan 2007