


Client Code: SRSLABS.393A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Alan D. Kraemer</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: SRS LABS, INC.</p> <p>Street Address: 2909 Daimler Street</p> <p>City: Santa Ana State: CA</p> <p>ZIP: 92705</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>September 6, 2007</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/774,991</p> <p>Filing Date: July 9, 2007</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: SRSLABS.393A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40.00</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Scott Raevsky</u> Name of Person Signing</p> <p><u></u> Signature</p> <p><u>10/1/07</u> Date</p> <p>54,384 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

4319540
092607

700344484

PATENT
REEL: 019905 FRAME: 0933

CH \$40.00 111410 11774991

Patent Application No. 11/774,991
Filing Date: July 9, 2007

Client Code: SRSLABS.393A
Page 1

ASSIGNMENT

WHEREAS, I, Alan D. Kraemer, a US citizen, residing at 5 Centaurus, Irvine, CA 92603, have invented certain new and useful improvements technology, inventions, developments, ideas or discoveries related to systems and methods of multi-dialog surround audio (collectively hereinafter referred to as the "Work") for which I have filed an application for Letters Patent in the United States on July 9, 2007, Application No. 11/774,991 (hereinafter referred to as the "Application");

AND WHEREAS, SRS LABS, INC. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 2909 Daimler Street, Santa Ana, CA 92705, desires to acquire the entire right, title, and interest in and to the Application and the Work: and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and any improvement made thereto including the Application and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and any patent application(s) claiming priority thereto that have been or may hereafter be filed, such patent applications including divisions, continuations, continuations-in-part, reissues and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR represents and warrants that to the best of ASSIGNOR's knowledge that ASSIGNOR has not entered into any contract or made any commitments that will or may impair the rights assigned to ASSIGNEE in the Work or the Application.

ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any related Letters Patent, before or after issuance.

ASSIGNOR DOES HEREBY release and forever discharge ASSIGNEE for any and all claims including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Work, whether or not known, suspected and unsuspected including any and all previous agreements entered into, which now exist or may have existed prior to the date of this Agreement.

ASSIGNOR DOES HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

Patent Application No. 11/774,991
Filing Date: July 9, 2007

Client Code: SRSLABS.393A
Page 2

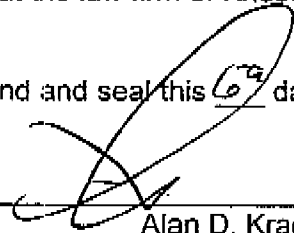
ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNOR shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

ASSIGNOR DOES HEREBY covenant and agree to compensate ASSIGNEE for any losses, costs, expenses, claims, damages or liabilities (including reasonable attorneys' fees) suffered by ASSIGNEE due to, related to, or caused by ASSIGNOR's breach of any term, provision, condition, representation, or warranty of this Assignment.

AND ASSIGNOR DOES HEREBY acknowledge that the law firm of Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE not ASSIGNOR.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 6th day of September 2007.



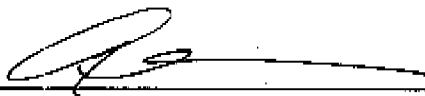
Alan D. Kraemer

STATE OF California }
COUNTY OF Orange } ss.

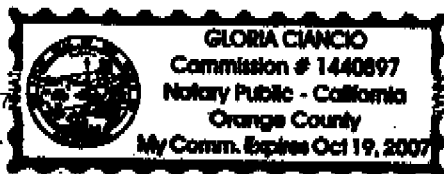
On September 6, 2007 before me, Gloria Ciancio, notary public, personally appeared Alan D. Kraemer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



3984804 070907