

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
Dan Cardamore		01/30/2008
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	QNX Software Systems GmbH & Co. KG	
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<b>City:</b>	Karlsbad	
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<b>Postal Code:</b>	76307	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	11947386	
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<b>ATTORNEY DOCKET NUMBER:</b>	11336-1790 (P07056US)	
<b>NAME OF SUBMITTER:</b>	Robert B. Polit by Rebecca Brown	
<b>Total Attachments: 2</b>		
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CH \$40.00 11947386

**ASSIGNMENT**

WHEREAS, Dan Cardamore, hereinafter called the "Assignor," has made the invention described in the United States patent application entitled SYSTEM FOR SELECTING A MEDIA FILE FOR PLAYBACK FROM MULTIPLE FILES HAVING SUBSTANTIALLY SIMILAR MEDIA CONTENT, for a full description of which reference is here made to an application for Letters Patent of the United States filed on November 29, 2007, and assigned Application Serial No. 11/947,386;

WHEREAS, QNX Software Systems GmbH & Co. KG, a Limited Partnership organized and existing under the laws of the Federal Republic of Germany and having an office at Becker-Göring-Straße 16, Karlsbad 76307, GERMANY, hereinafter the "Assignee," desires to acquire all right, title and interest in and to the invention and the patent application identified above, and in all Patents, in the United States and in any and all foreign countries which may be obtained from said invention;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, continuations-in-part, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to hold for the sole and

exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATE:

Jan 30/08

  
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DAN CARDAMORE

WITNESSED:

DATE:

Jan 30/08

  
\_\_\_\_\_

DATE:

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