## PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Jefferson D. Duncombe	02/13/2008

#### **RECEIVING PARTY DATA**

Name:	D4 Media, Inc.
Street Address:	15375 Barranca Parkway
Internal Address:	Ste B271
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618

#### PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6792573
Patent Number:	6738078
Patent Number:	6430582
Patent Number:	6813745

## **CORRESPONDENCE DATA**

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Total Attachments: 1

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PATENT

REEL: 020507 FRAME: 0889

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Docket No.: 0344-08CIP

# Assignment of Invention and Patent Application

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Jefferson D. Duncombe, a citizen of the United States having a residence and post office address at 628 Rhine Lane, Costa Mesa, CA 92626 (hereinafter "Assignor"), hereby sells, assigns, transfers, and sets over unto D4 Media, Inc., a Delaware Corporation having a place of business at 15375 Barranea Parkway, Suite B271, Irvine, CA 92618 (hereinafter "Assignee"), one-hundred percent (100%) of Assignor's right, title and interest in and to the invention titled METHOD FOR PLAYING MEDIA BASED UPON USER FEEDBACK (hereinafter "Property") invented by Assignor. Patent filings for this invention have been made as follows (attorney is authorized to fill in numbers as they become available):

Registration number	6,792,573	, filed	July 27, 2000 ;
Registration number	6,738,078	filed	June 30, 2000 ;
Registration number	6,430,582	, filed	May 12, 2000 ;
Registration number	6,813,745	, filed	April 28, 2000

This assignment includes all U.S. patent rights, including reissues, continuations, continuations-in-part, substitutes, divisions, and other related applications. Assignor authorizes and requests that the Commissioner of Patents and Trademarks issue any patent(s) 100% to Assignee, to the full end of the term for which said patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. By this assignment, Assignor hereby warrants that to the best of his or her knowledge, he/she is the sole owner of the Property (subject to any rights of co-inventors described above), it is free of encumbrances or licenses of any kind, the patent has not expired, and the patent is valid and fully enforceable to the best of Assignor's knowledge.

Assignor hereby further sells, assigns, transfers, and sets over unto Assignee Assignor's entire right, title and interest in and to said invention in each and every country foreign to the United States; and Assignor further convey to Assignee 100% of all priority rights resulting from the above-identified application for United States patent, and all rights to pursue past, present, and future infringement and collect all damages related thereto. Assignor agree to execute all papers, give any required testimony and perform other lawful acts, at Assignees expense, as Assignee may require to enable Assignee to perfect Assignee's interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and Assignee's interest therein.

In testimony whereof, Assignor hereby sets his/her hand and seal on the date below.

Assignor: Date: 2/13/08

Print name: JEFFERSON DANGE

THIS PAGE TO BE NOTARIZED

RECORDED: 02/15/2008

PATENT REEL: 020507 FRAME: 0890