

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DemoGraFX, Inc	04/07/2003
RECEIVING PARTY DATA	
Name:	Dolby Laboratories, Inc.
Street Address:	100 Potrero Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10814350
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 626-7725
Email:	dthompson@fr.com
Correspondent Name:	Dwight U. Thompson
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	07314-005002
NAME OF SUBMITTER:	Andrea Turner
Total Attachments: 4 source=07314-005002-Assignment2#page1.tif source=07314-005002-Assignment2#page2.tif source=07314-005002-Assignment2#page3.tif source=07314-005002-Assignment2#page4.tif	

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PATENT

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is executed as of April 7, 2003, by and between DemoGraFX, Inc., a Delaware Corporation ("Assignor"), and Dolby Laboratories, Inc., a California Corporation ("Assignee"), and is delivered pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, Baker Communications Fund II (QP), L.P. and Baker Communications Fund II, L.P. (the "Purchase Agreement"). Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement.

BACKGROUND

A. Assignor currently owns the rights to the patents and patent applications, including any patents maturing therefrom, together with all divisions, continuations, continuations-in-part, substitutions, reexaminations, reissues, extensions or foreign counterparts of any of them, set forth on Exhibit A attached hereto (the "Patents").

B. Contemporaneously, with the execution of the Purchase Agreement and this Assignment by the parties hereto and thereto, Assignee shall acquire substantially all of the assets of Assignor, including, but not limited to, the Patents.

AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and transferred and does hereby assign and transfer unto Assignee and its successors, assigns or other legal representatives, Assignor's worldwide right, title and interest in and to the Patents together with that part of the goodwill of the business connected with the use of and symbolized by the Patents, all claims for damages by reason of past infringement of the Patents, including claims for injunction and damages, with the right to sue for and collect or enforce the same for its own use, and all rights under the international conventions, including the right to claim priority.

2. Assignor hereby agrees to execute, acknowledge and deliver, and cause to be executed, acknowledged and delivered, all such further assignments, transfers, conveyances or assurances as may be required for the better transferring, assigning, conveying, granting, assuring and confirming to Assignee of the Patents or to vest in Assignee all of Assignor's rights in and to the Patents and otherwise to consummate the transactions contemplated by this Assignment.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States whose duty it is to issue patent registrations, to issue registration of the Patents to Assignee, its successors, legal representatives and assigns, in accordance with this Agreement.

4. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.

5. This Assignment shall be governed by the laws of the State of California.

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ASSIGNEE:

Dolby Laboratories, Inc., a California corporation

Dated: 4/8/03

By: Martin A. [Signature]
Name: Martin A. [Signature]
Title: Vice President

ACKNOWLEDGMENT

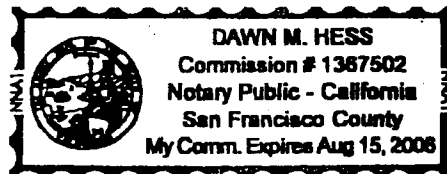
STATE OF California

COUNTY OF San Francisco

On April 8, 2003, before me Dawn M. Hess, a Notary Public in and for the County and State aforesaid, Martin A. [Signature] [name, title] of Dolby Laboratories, Inc., personally appeared, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

[Signature]
Signature




IN WITNESS WHEREOF, the parties have executed this Assignment of Patents as of the date first above written.

ASSIGNOR:

DemoGraFX, Inc., a Delaware corporation

Dated: 4/17/03

By: 
Name: PETER FORMAN
Title: CEO

ACKNOWLEDGMENT

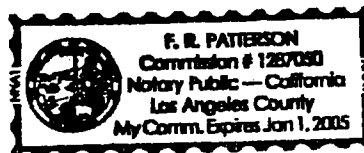
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On APRIL 17, 2003, before me F. R. PATTERSON, a Notary Public in and for the County and State aforesaid, PETER FORMAN [name, title] of DemoGraFX, Inc., personally appeared, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.


Signature



[Signature Page to Assignment of Patents]

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