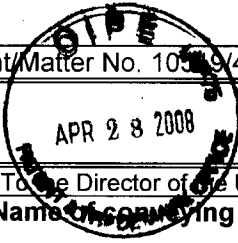


Client/Matter No. 103500546 (SDA-1281-US)

05-05-2008

D/#



RECOF



ET

103500546

documents or the new address(es) below:

4-28-08

1. Name of conveying Party(ies)/Execution Date:

KEVIN M. CONLEY / FEBRUARY 20, 2008
DANIEL SCHREIBER / APRIL 7, 2008
AVRAHAM SHMUEL / APRIL 2, 2008
NOAM KEDEM / FEBRUARY 22, 2008

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and Address of receiving Party(ies):

Name: SanDisk Corporation
Internal Address:
Street Address: 601 McCarthy Boulevard
City: Milpitas
State: California
Country: US Zip: 95035

Additional name(s) and addresses attached? Yes No

3. Nature of Conveyance:

Execution Date(s): February 20, 2008; April 7, 2008; April 2, 2008; and February 22, 2008

- Assignment
- Change of Name
- Executive Order 9424, Confirmatory License
- Security Agreement
- Merger
- Joint Research Agreement
- Government Interest Assignment
- Other:

4. Application or patent number(s).

This document is being filed together with a new application.

A. Patent Application No.(s)
11/967,861 filed December 31, 2007

B. Patent No.(s)

Additional numbers attached? Yes No

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

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312) 321-4200
(312) 321-4299 Fax

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to Deposit Acct. No. 23-1925
- Enclosed
- None required (government interest not affecting title)

8. Payment Information:

a. Credit Card: Last 4 Numbers
Expiration Date

b. Charge fee and/or any Deposits to Deposit
Account Number 23-1925
Authorized User Name: Brinks Hofer Gilson & Lione

Signature

April 22, 2008

Date

Joseph F. Hetz, Reg. No. 41,070

Name of Person Signing

Total no. of pages including coversheet, attachments and documents: 9

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, PO Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, Kevin M. Conley, Daniel Schreiber, Avraham Shmuel and Noam Kedem, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled POWERFULLY SIMPLE DIGITAL MEDIA PLAYER AND METHODS FOR USE THEREWITH, for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 31, 2007, and assigned Application Serial No. 11/967,861;

WHEREAS, SANDISK CORPORATION, a corporation organized and existing under the laws of the State of DELAWARE, having a place of business at 601 McCarthy Boulevard, Milpitas, California 95035, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

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 Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do 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 therefor 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, 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 have and 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.

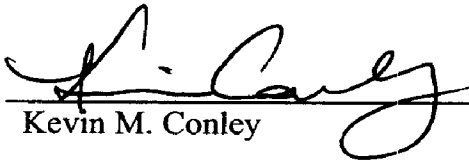
The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent

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 Assignors 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 Assignors have executed this agreement.

DATED: 2/20/08


Kevin M. Conley

DATED: _____

Daniel Schreiber

DATED: _____

Avraham Shmuel

DATED: _____

Noam Kedem

ASSIGNMENT

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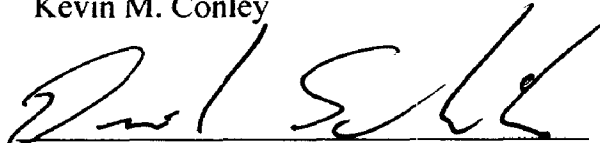
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IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: _____

Kevin M. Conley

DATED: 4/7/08



Daniel Schreiber

DATED: _____

Avraham Shmuel

DATED: _____

Noam Kedem

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DATED: _____
Kevin M. Conley

DATED: _____
Daniel Schreiber

DATED: April 2nd, 2008 _____
Avraham Shmuel

DATED: _____
Noam Kedem

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