

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Simple Star, Inc.	04/24/2008
RECEIVING PARTY DATA	
Name:	Sonic Solutions
Street Address:	101 Rowland Way
City:	Novato
State/Country:	CALIFORNIA
Postal Code:	94945
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11779806
Application Number:	11944049
CORRESPONDENCE DATA	
Fax Number:	(408)749-6901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4087746928
Email:	cyndie@mpiplaw.com
Correspondent Name:	Cyndie Lorente
Address Line 1:	710 Lakeway Drive, Ste. 200
Address Line 4:	Sunnyvale, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	SONSP298 297
NAME OF SUBMITTER:	Cynthia C. Lorente
<p>Total Attachments: 18</p> <p>source=SONSP297_Asset_Purchase_Agreement#page1.tif</p> <p>source=SONSP297_Asset_Purchase_Agreement#page2.tif</p> <p>source=SONSP297_Asset_Purchase_Agreement#page3.tif</p>	

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of April 24, 2008 (the "*Agreement Date*"), by and between Sonic Solutions, a California corporation (the "*Purchaser*"), and Simple Star, Inc., a California corporation (the "*Company*"). The Purchaser and the Company are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

RECITAL

The Company desires to sell to the Purchaser, and the Purchaser desires to purchase from the Company, substantially all of the assets of the Company for the consideration and on the terms set forth in this Agreement.

AGREEMENT

The Parties to this Agreement have therefore agreed as follows:

1. DEFINITIONS

1.1 **Certain Definitions.** As used in this Agreement, the terms below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"*Accrued Interest*" means the greater of (A) the actual interest earned on the Holdback Amount, as deposited by the Purchaser in a segregated interest bearing account of its choice, from the Closing Date through the date of payment to the Company in accordance with the terms of this Agreement or (B) the interest that would have accrued on the Holdback Amount from the Closing Date through the date of payment to the Company in accordance with the terms of this Agreement had the Holdback Amount been deposited in a segregated money market account of Union Bank of California (or such other nationally recognized banking institution that is mutually agreed by the Parties in writing prior to the Closing Date).

"*Additional Consents*" shall have the meaning set forth in Section 3.5.

"*Affiliate*" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"*Aggregate Closing Payoff Amount*" shall have the meaning set forth in Section 2.5(b).

"*Ancillary Agreement*" means the Bill of Sale, the Assignment of Intellectual Property and the Assumption Agreement.

“Applicable Law” means, collectively, all applicable federal, state, foreign or local laws, ordinances, regulations and rules, and all orders, writs, injunctions, awards, judgments and decrees applicable to the Company or to the Company’s assets, properties and business.

“Assignment of Intellectual Property” means the assignment of the Company Intellectual Property to be executed by the Company on the Closing Date, substantially in the form of Exhibit 1.1(a).

“Assumed Agreements” shall have the meaning set forth in Section 2.1.

“Assumed Liabilities” shall have the meaning set forth in Section 2.3.

“Assumption Agreement” means the Assumption Agreement to be executed by the Purchaser and the Company on the Closing Date, substantially in the form of Exhibit 1.1(b).

“Bill of Sale” means the Bill of Sale to be executed by the Company on the Closing Date, substantially in the form of Exhibit 1.1(c).

“Bridge Bank Payoff Amount” shall have the meaning set forth in Section 2.5(b).

“Business” means the business of the Company as currently conducted.

“Claim” means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

“Closing” shall have the meaning set forth in Section 2.6.

“Closing Date” shall have the meaning set forth in Section 2.6.

“Closing Payment” shall have the meaning set forth in Section 2.5(a).

“Company Balance Sheet” shall have the meaning set forth in Section 3.8.

“Company Disclosure Schedule” means the Company Disclosure Schedule attached hereto as Exhibit 1.1(d), dated as of the date hereof, delivered by the Company to the Purchaser in connection with this Agreement.

“Company Financial Statements” shall have the meaning set forth in Section 3.8.

“Company Intellectual Property” means all Intellectual Property that is used by the Company in the Business, including the Company Software.

“Company IP Agreements” means all (a) licenses of Company Intellectual Property by the Company to any third party, (b) licenses of Company Intellectual Property by any third party to the Company, (c) licenses of all third party Software components (including libraries, middleware and Publicly Available Software) that are bundled with, incorporated into or linked (dynamically or statically) with the Company Software, (d) licenses for all third party

Intellectual Property that would otherwise be infringed by the use or distribution of the Company Software, and (e) agreements between the Company and any third party relating to the development or use of Company Intellectual Property.

“Company Marks” shall have the meaning set forth in Section 2.1.

“Company Owned Intellectual Property” means Company Intellectual Property that is owned by the Company.

“Company Software” means all products and other Software developed or owned by the Company, including PhotoShow Deluxe, PhotoShow TV, PhotoShow Print & Share and PhotoShow TV.

“Company’s Knowledge” means, with respect to any fact, circumstance, event or other matter in question, the actual knowledge of such fact, circumstance, event or other matter by the officers of the Company after making reasonable inquiry and exercising reasonable diligence with respect to the fact, circumstance, event or other matter in question.

“Dissolution” shall have the meaning set forth in Section 5.8.

“Dolby” shall have the meaning set forth in Section 8.2(c).

“Encumbrance” means any security interest, pledge, hypothecation, mortgage, lien, violation, charge, lease, license, encumbrance, adverse claim, preferential arrangement, restrictive covenant, condition or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

“Environmental Laws” means all applicable federal, state, foreign or local laws, ordinances, regulations and rules, now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety, natural resources or Hazardous Materials.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Liabilities” shall have the meaning set forth in Section 2.4.

“Excluded Receivables” means the \$325,000 in Receivables invoiced in February 2008 and receivable from Comcast and Time Warner Cable.

“Expiration Date” shall have the meaning set forth in Section 5.1.

“Funds Flow Memorandum” means the Funds Flow Memorandum to be delivered by the Company to the Purchaser on the Closing Date, substantially in the form of Exhibit 1.1(f).

“Governmental Authority” means any court, administrative agency or commission or other governmental authority or instrumentality, foreign or domestic.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means (a) petroleum and petroleum products and radioactive materials, (b) any other chemicals, materials or substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “toxic substances”, “contaminants” or “pollutants”, or words of similar import, under any applicable Environmental Law, and (c) any other chemical, material or substance which is regulated by any Environmental Law.

“Holdback Amount” shall have the meaning set forth in Section 2.5(a).

“Identified Employees” means those persons identified on Exhibit 1.1(e).

“Indemnified Parties” shall have the meaning set forth in Section 8.2.

“Intellectual Property” means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof; (ii) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know how, computer software programs (in both source code and object code form), technology, processes, designs and specifications, technical data and customer lists, tangible or intangible proprietary information, and all documentation, books, drawings, records, writings, computer tapes or disks, and other physical manifestations or embodiments of or relating to any of the foregoing; (iii) all copyrightable works (including Software), copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all trade names, logos, common law or other unregistered trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (vi) all databases and data collections and all rights therein throughout the world, together with all of the goodwill associated therewith; (vii) to the extent permitted under the Applicable Law, all moral and economic rights of authors and inventors, however denominated, throughout the world; (viii) all Web addresses, sites and domain names and numbers; and (ix) any similar or equivalent rights to any of the foregoing or other proprietary rights anywhere in the world.

“Inventory” means all of the Company’s inventory held for sale and all of the Company’s raw materials, work in process, finished products, wrapping, supply and packaging items and similar items, wherever located.

“Law” or “Laws” means any constitution, law, statute, order, decree, ruling, charge, consent decree, judgment, rule, regulation, ordinance, restriction or other pronouncement

having the effect of law whether in the United States, any foreign country, or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

“Liability” means any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured or other.

“Licensed Intellectual Property” means the Intellectual Property licensed to the Company pursuant to the Company IP Agreements.

“Loss” shall have the meaning set forth in Section 8.2.

“Material Adverse Effect” means any change, event, circumstance or effect, whether or not such change, event, circumstance or effect is caused by or arises in connection with a breach of a representation, warranty, covenant or agreement of the Company in this Agreement, that (i) is materially adverse to the Business, assets (including intangible assets), results of operations or financial condition of the Company taken as a whole, or (ii) would materially delay or prevent the Company’s consummation of the transactions contemplated by this Agreement; *provided, however*, that in determining whether a Material Adverse Effect has occurred, there shall be excluded any effect on the Company directly arising out of (A) changes or conditions generally affecting the industries or segments in which the Company operates and not affecting the Company in any disproportionate manner, or (B) changes in general economic, market or political conditions (including any effects relating to or arising out of war or acts of terrorism) and not affecting the Company in any disproportionate manner.

“Material Consents” shall have the meaning set forth in Section 3.5.

“Material Contracts” shall have the meaning set forth in Section 3.11.

“Net Closing Payment” shall have the meaning set forth in Section 2.5(b).

“Person” means any person or entity, including any individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm, joint venture or Governmental Authority.

“Post-Closing Tax Period” means any tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

“Pre-Closing Tax Period” means any tax period ending on or before the Closing Date and the portion of any Straddle Period ending on and including the Closing Date.

“Publicly Available Software” means each of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux), or pursuant to similar licensing and distribution models; and (ii) any software that requires as a condition of use, modification, and/or distribution of such software that such software or other software incorporated into, derived from, or distributed with

such software (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no or minimal charge. Publicly Available Software includes software licensed or distributed pursuant to any of the following licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g. PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License and (h) the Apache Software License.

"Purchased Assets" shall have the meaning set forth in Section 2.1.

"Purchase Price" shall have the meaning set forth in Section 2.5(a).

"Receivables" means any and all accounts receivable, notes and other amounts receivable of the Company from third parties, whether or not in the ordinary course.

"Representatives" means, with respect to any specified Person, the directors, officers, managers, employees, consultants and agents of such specified Person.

"Restricted Period" shall have the meaning set forth in Section 5.5

"Software" means computer software, programs and databases in any form, including Internet web sites, web content and links, source code, object code, utilities, graphical user interfaces, menus, images, icons, forms, codecs and widgets, and all versions, updates, corrections, enhancements and modifications thereof, and all related documentation, developer notes, comments and annotations.

"Straddle Period" means any taxable period beginning before and ending after the Closing Date.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges in the nature of a tax of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any government or taxing authority, whether disputed or not, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs' duties, tariffs, and similar charges.

"Third Party Consents" shall have the meaning set forth in Section 3.5.

"TriplePoint Payoff Amount" shall have the meaning set forth in Section 2.5(b).

1.2 Other Definitions. Other capitalized terms defined elsewhere in this Agreement and not defined in Section 1.1 shall have the meanings given to such terms in this Agreement. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

1.3 Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires:

- (a) the headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (b) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";
- (c) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; and
- (d) references to a Person are also to its permitted successors and assigns.

2. PURCHASE AND SALE OF ASSETS

2.1 Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Company shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase from the Company, all of the assets and properties owned by the Company free and clear of any Encumbrances, other than the Excluded Assets (the assets and properties to be purchased by the Purchaser being referred to as the "**Purchased Assets**"), including the following:

- (a) all the Company's right, title and interest in, to and under the Company Intellectual Property, the Company Software, the Company IP Agreements and the Licensed Intellectual Property, copies and tangible embodiments thereof in whatever form or medium, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof, including all of those listed in Schedule 2.1(a);
- (b) all rights of the Company under all contracts, licenses, sublicenses, agreements, leases, commitments, and sales and purchase orders, and under all bids and offers (to the extent such offers are transferable), including all of those listed in Schedule 2.1(b) (the "**Assumed Agreements**");
- (c) all Inventory, furniture, fixtures, equipment (including personal computers, servers, printers and other computer hardware), machinery and other tangible personal property owned, used or held for use by the Company, including all of those items listed in Schedule 2.1(c);

(h) any contract, agreement or commitment for the sale of any assets, properties or rights having a value in excess of \$10,000, other than in the ordinary course of business consistent with past practice;

(i) any contract, agreement or commitment requiring that the Company give any notice of or provide any information to any Person prior to entering into this Agreement or consummating the transactions contemplated hereby;

(j) any Company IP Agreement;

(k) any contract or agreement, whether or not made in the ordinary course of business, not otherwise identified in clauses (a) through (j) above, which are material to the Company or the conduct of the Business, or the absence of which would have a Material Adverse Effect.

3.12 No Defaults. Subject to obtaining the Third Party Consents, each Material Contract is (a) valid and in full force and effect, and is enforceable by the Company in accordance with its terms, except as to the effect, if any, of (i) applicable bankruptcy and other similar laws affecting the rights of creditors generally, (ii) rules of law governing specific performance, injunctive relief and other equitable remedies, (b) is freely and fully assignable to the Purchaser without penalty or other adverse consequence, and (c) upon consummation of the transactions contemplated hereby, shall continue in full force and effect with Purchaser as the contracting party without penalty or other adverse consequence. A correct and complete copy of each Material Contract has been delivered to the Purchaser. The Company is not in breach or default under any Material Contract, and, to the Company's Knowledge, no other Person is in breach or default under any Material Contract. The Company has not received any notice or other communication regarding any actual or possible violation or breach of, or default under, under any Material Contract.

3.13 Real Property. Except as set forth in Schedule 3.13 to the Company Disclosure Schedule, the Company does not own or lease, and has never owned or leased, any real property.

3.14 Intellectual Property.

(a) Schedule 3.14(a) to the Company Disclosure Schedule lists (i) all Company Intellectual Property; (ii) all Software and services that are currently sold, published, offered, or under development by the Company; (iii) all licenses, sublicenses and other agreements to which the Company is a party and pursuant to which the Company is authorized to use any of Intellectual Property of any Person or exercise any rights with respect thereto; and (iv) all licenses, sublicenses and other agreements to which the Company is a party and pursuant to which any Person is authorized to use any of the Company Intellectual Property or exercise any rights with respect thereto. Each item of Company Owned Intellectual Property is valid and enforceable and each item of Company Intellectual Property is legally owned by, or validly granted or licensed, as applicable, to the Company.

(b) The Company has all rights in the Company Intellectual Property necessary to carry out the Company's former, current and currently planned (as reflected in its written business plan or any other materials or presentations delivered by the Company to the Purchaser) activities, including rights to make, use, exclude others from using, reproduce, modify, adapt, create derivative works based on, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent, lease, assign and sell the Company Intellectual Property in all geographic locations and fields of use, and to sublicense any or all such rights to third parties, including the right to grant further sublicenses in each case, to the extent such rights are necessary in the Company's former, current and currently contemplated (as reflected in its written business plan or any other materials or presentations delivered by the Company to the Purchaser) Business. The Company Intellectual Property constitutes all Intellectual Property used in the Company Software. All of the Company Intellectual Property and Company Software shall be owned by or available for use by the Purchaser immediately after the Closing Date on terms and conditions identical to those under which such Company Intellectual Property was owned or used by the Company immediately prior to the Closing Date, with no supplemental payments beyond what would ordinarily become due. Except as set forth in Schedule 3.14(b) of the Company Disclosure Schedule, all Company Intellectual Property assigned to the Purchaser under this Agreement will be fully transferable, alienable or licensable by the Purchaser after the Closing without restriction and without payment of any kind to any Person.

(c) The Company is in compliance with and has not breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any Company IP Agreement, nor does the Company have Knowledge of any event or occurrence that would constitute such a breach, violation or default (with or without the lapse of time, giving of notice or both). Each such agreement is in full force and effect, and the Company is not in default thereunder, nor to the Company's Knowledge is any party obligated to the Company pursuant to any such agreement in default thereunder. Neither the Company nor any party obligated to the Company pursuant to any such agreement has terminated or delivered any notice of its intention not to renew any such agreement. Except as described in Section 3.14(c) of the Company Disclosure Schedule, following the Closing Date, the Purchaser will be permitted to exercise all of the Company's rights under the Company IP Agreements to the same extent the Company would have been able to had the transactions contemplated by this Agreement not occurred. Except as described in Section 3.14(c) of the Company Disclosure Schedule, following the Closing Date, the Purchaser will not be obligated to provide any consideration (whether financial or otherwise) to any third party, nor will any third party otherwise be entitled to any consideration, with respect to any exercise of rights by the Purchaser in the Company Intellectual Property.

(d) To the Company's Knowledge, use of the Company Intellectual Property, the Company Software and the Purchased Assets by the Company does not and will not infringe, misappropriate or otherwise violate any other Person's Intellectual Property, or give rise to any claim of unfair competition. No claims (i) challenging the validity, enforceability, effectiveness or ownership by the Company of any of the Company Intellectual Property or (ii) to the effect that the use, reproduction, modification, manufacture, distribution, licensing, sublicensing, sale, or any other exercise of rights in any Company Intellectual Property by the

specified herein (or hereafter modified by subsequent notice to the Parties hereto), with confirmation of receipt made by both telephone and printed confirmation sheet verifying successful transmission of the facsimile; (iii) one (1) business day after deposit with a nationally recognized express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (iv) three (3) business days after deposit in the United States mail by registered or certified mail (return receipt requested) for United States deliveries.

All notices for delivery outside the United States will be sent by facsimile or by express courier. All notices not delivered personally or by facsimile will be sent with postage and/or other charges prepaid and properly addressed to the Party to be notified at the address set forth below, or at such other address as such other Party may designate by ten (10) days advance written notice to the other Parties hereto and otherwise in accordance with the provisions herewith.

Sonic Solutions
101 Rowland Way
Novato, CA 94945
Attention: General Counsel
Facsimile: (415) 893-8008

Simple Star, Inc.
651 Brannan Street, Suite 300
San Francisco, CA 94107
Attention: Mr. Victor Hwang, Chairman
Facsimile: (415) 789-0508

with a copy to:

Ted Urschel
Attorney at Law
618 El Dorado Lane
Santa Barbara, CA 93108
Facsimile: (805) 695-0596

with a copy to:

Orrick, Herrington & Sutcliffe LLP
1020 Marsh Road
Menlo Park, CA 94025
Attention: Harold M. Yu
Facsimile: (650) 614-7401

From and after the Closing, all notices to the Company shall include a copy to:

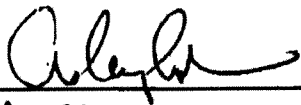
Russell Burbank
CEO and Liquidating Trustee
SS Liquidating Corporation (f/k/a Simple Star, Inc.)
600 California Street, 13th Floor
San Francisco, CA 94108
Facsimile: (415) 288-6288

9.11 Construction of Agreement. This Agreement has been negotiated by the respective Parties hereto and their attorneys and the language hereof will not be construed for or against either Party depending on which Party drafted such language.

9.12 No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Agreement Date.

Sonic Solutions

By: 
Name: A. Clay Leighton
Title: Coo

Simple Star, Inc.

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Agreement Date.

Sonic Solutions

Simple Star, Inc.

By: _____

By: CR

Name: _____

Name: Chad Richard

Title: _____

Title: CEO

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

**EXHIBITS AND SCHEDULES TO
ASSET PURCHASE AGREEMENT**

Exhibit 1.1(a)	Assignment of Intellectual Property
Exhibit 1.1(b)	Assumption Agreement
Exhibit 1.1(c)	Bill of Sale
Exhibit 1.1(d)	Company Disclosure Schedule
Exhibit 1.1(e)	Identified Employees
Exhibit 1.1(f)	Funds Flow Memorandum
Exhibit 7.1.4	Form of Offer Letter
Schedule 2.1(a)	Company Intellectual Property, Company Software, Company IP Agreements and Licensed Intellectual Property
Schedule 2.1(b)	Assumed Agreements
Schedule 2.1(c)	Tangible Property
Schedule 2.2(e)	Certain Excluded Assets

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**") is made and entered into as of April 24, 2008 by and between Sonic Solutions, a California corporation (the "**Purchaser**"), and Simple Star, Inc., a California corporation (the "**Company**").

WHEREAS, the Purchaser and the Company have entered into an Asset Purchase Agreement dated as of the date hereof (the "**Agreement**");

WHEREAS, the Company is the owner of the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, as set forth in the Agreement;

WHEREAS, pursuant to the Agreement, the Purchaser agreed to purchase the Purchased Assets from the Company, including all of the Company's right, title and interest in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and provisions of the Agreement, the Company does hereby agree as follows:

1. **Assignment.** The Company hereby assigns to the Purchaser all of the Company's right, title and interest in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets.

2. **Further Assurances.** The Company hereby covenants and agrees that, at the Purchaser's reasonable request, the Company will take all actions and execute all documents necessary or desirable to record and perfect the interest of the Purchaser in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets.

3. **Severability.** If any provision of this Assignment is determined by any Governmental Authority or arbitrator of competent jurisdiction and authority to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision will be stricken from this Assignment and the remainder of this Assignment will be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Assignment. Notwithstanding the forgoing, if the value of this Assignment based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the Governmental Authority or arbitrator of competent jurisdiction and authority will be binding, then this Assignment will not be enforceable against such affected party and both parties agree to renegotiate such provision(s) in good faith.

4. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which

together will constitute one and the same instrument. Facsimile signatures will be treated as if they were originals.

5. **Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

6. **Construction.** Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, enlarge, exceed, expand, limit, reduce, diminish or in any way affect the provisions of the Agreement, nor shall this Assignment expand or enlarge any of the remedies available to the Purchaser under the Agreement. In the event of any conflict between the terms of this Assignment and the Agreement, the Agreement shall control. This Assignment is intended only to effect the transfer of the Company Intellectual Property sold and purchased under the Agreement and shall be governed in accordance with the terms of the Agreement. Capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the meanings given to such terms in the Agreement.

7. **Amendments.** This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Company and the Purchaser.

8. **Notices.** Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.10 of the Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

9. **No Third Party Beneficiaries.** This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

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EXHIBIT 1.1 (a), of ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first shown above.

Simple Star, Inc.

By: 

Sonic Solutions

By: _____

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

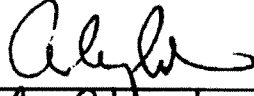
EXHIBIT 1.1 (a), of ASSET PURCHASE AGREEMENT

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Simple Star, Inc.

By: _____

Sonic Solutions

By: 
A. Clay Leighton

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

OHS West:260426665.1

4 of 4

PATENT
REEL: 021075 FRAME: 0019

Schedule 2.1(a)

**Company Intellectual Property, Company Software; Company IP Agreements and
Licensed Intellectual Property**

Company Intellectual Property:

1. The Company holds the following United States Patent applications:

Title	Application Number
A Method And System For Delivering Personal Media Over Cable Television	11/779,806
A Method and System for Scheduling Multimedia Shows	11/944,049

2. The Company has been granted the following United States trademarks:

<u>Trademark</u>	<u>Registration Number</u>
EZ DJ	2,785,669
SHARE YOUR WORLD	2,907,773
PHOTOSHOW AND DESIGN (COLOR)	2,991,007

3. The Company has applied for registration of the following United States trademarks.
There can be no assurance that the Company will obtain registration of these
trademarks:

<u>Trademark</u>	<u>Application Number</u>
PHOTOSHOW	78/592,739

4. The Company holds the following United States copyrights.

<u>Copyright</u>	<u>Registration Number</u>
SONIC GRAFFITI LOGO	VA-1-141-748
DJ NOIZE	VA-1-141-749
SONIC GRAFFITI (character collection)	VA-1-141-750

Company Software:

Desktop Software:

PhotoShow Deluxe
PhotoShow Express