

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Atty Ref/Docket No.: 2167.043US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fraunhofer-Gesellschaft zur Foerderung der  
angewandten Forschung e. V.

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

[ ] Yes [X] No

3. Nature of conveyance:

[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other

Execution Date: January 31, 2008

2. Name and address of receiving party(ies):

Name: Gracenote, Inc.

Street Address: 2000 Powell Street  
Emeryville, CA 94608

Additional name(s) & address(es) attached? [ ] Yes  
[X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

11/225,557  
11/123,474  
11/014,107  
11/048,681  
11/048,693  
11/048,679

B. Patent No.(s)

7,012,183

Additional numbers attached? [ ] Yes [X] No

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

Name: Mark V. Muller

Address:

Schwegman, Lundberg & Woessner, P.A.  
P.O. Box 2938  
Minneapolis, MN 55402-0938

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$280.00

[ ] Enclosed

[X] Authorized to be charged to deposit account  
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark V. Muller/Reg. No. 37,509

Name of Person Signing

Mark V. Muller  
Signature

June 12, 2008

Date

Total number of pages including cover sheet: 8

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Mail Stop Assignment Recordation Services**  
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**PATENT**  
**REEL: 021096 FRAME: 0075**

CH \$280.00 190743 11225557

**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (the "**Agreement**"), is made as of January 31, 2008 (the "**Effective Date**") by and between Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e.V., organized under the laws of Germany and having its principal office at Hansastr. 27 C, 80686 Muenchen, Germany, acting on behalf of Fraunhofer-Institut Digitale Medientechnologie (IDMT), having its principal office at Langwiesenerstr. 22, Ilmenau, Germany (collectively hereinafter referred to as "**FhG-IDMT**"), and Gracenote, Inc., a Delaware corporation having its principal office at 2000 Powell Street, Emeryville, California, 94608, USA ("**Gracenote**")

**WITNESSETH**

**WHEREAS**, FhG-IDMT and Gracenote are parties to that certain Patent and Technology License Agreement, dated as of December 23, 2004 (the "**Patent and Technology License Agreement**"), pursuant to which the parties agreed that Gracenote will have the right to acquire transfer of ownership of the Licensed Patents (as such term is defined in Section 1.11 of the Patent and Technology License Agreement) at no expense if FhG-IDMT ceases to diligently prosecute and maintain the Licensed Patents;

**WHEREAS**, FhG-IDMT intends to cease prosecuting and maintaining the Licensed Patents

**WHEREAS**, Gracenote agrees to exercise, and hereby exercises, the above mentioned right to acquire transfer of ownership of the Licensed Patents;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. FhG-IDMT does hereby irrevocably assign, transfer, set over, and deliver, and cause its subsidiaries and affiliates irrevocably to sell, assign, transfer, set over, and deliver to Gracenote, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Licensed Patents, including those patents and patent applications listed in Addendum 1 attached hereto. This assignment shall include, without limitation, the right to sue for and recover damages for any past, present or future infringement of such Licensed Patents, said Licensed Patents to be held and enjoyed by Gracenote or its designee(s), as entirely as the same would have been held and enjoyed by the FhG-IDMT and/or its subsidiaries had this assignment and transfer not been made. For purposes of clarity, the patent applications listed in Addendum 2 attached hereto are not being assigned to Gracenote.

This assignment is effective as of the Effective Date. All fees (e.g. maintenance fees of Patent Offices and/or patent attorneys' fees etc.) incurred or due with respect to the Licensed Patents up to and including the Effective Date shall be the responsibility of FhG-IDMT, and all fees (e.g. maintenance fees, transfer duties of Patent Offices and/or

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patent attorneys' fees etc.) incurred or due with respect to the Licensed Patents from the Effective Date shall be the responsibility of Gracenote.

2. Assignor Representations and Warranties. FhG-IDMT represents and warrants to Gracenote that as of the Effective Date: (i) FhG-IDMT is the sole owner of the Licensed Patents, and has all rights necessary to effect the assignment granted in Section 1 above; (ii) FhG-IDMT has not granted any licenses or other rights to the Licensed Patents to any third party; (iii) the Licensed Patents are free of any liens, encumbrances, security interest or restrictions on transfer; (iv) to the best of FhG-IDMT's knowledge there are no facts or circumstances that would render any of the intellectual property applications or registrations (or the claims therein) invalid or unenforceable, and no court of competent jurisdiction has held any of the same invalid or unenforceable. FhG-IDMT shall indemnify Gracenote from any statutory claims of authors for an appropriate compensation for their works.

3. Assignment Recordation. In order to facilitate Gracenote's recording of the assignment with the United States Patent and Trademark Office (the "PTO"), FhG-IDMT shall execute the Addendum attached hereto. Upon Gracenote's request, FhG-IDMT shall execute additional assignment documents in the form provided in the Addendum for any other Licensed Patent not already listed in Exhibit 1 to the Addendum. In order to record the assignment with the appropriate governmental or regulatory authorities, agencies or offices of any other country (each a "Foreign Office"), FhG-IDMT shall execute any document or instrument of assignment necessary and appropriate to record the assignment in any Foreign Office. Gracenote shall bear the cost of recording the assignments.

4. Further Assurances. FhG-IDMT does hereby further agree and promise to execute all instruments and render all such assistance as Gracenote may request (at Gracenote's expense) in order to make and prosecute any and all applications on said Licensed Patents or to confirm in Gracenote legal title to said Licensed Patents and all intellectual property rights pertinent to said Licensed Patents. Without limiting the foregoing, FhG-IDMT shall transfer all files relating to the Licensed Patents as directed by Gracenote, and shall assist Gracenote in obtaining pertinent facts and documents, information, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance and instructions from the inventors of the Licensed Patents and other personnel, to the extent deemed necessary or advisable for Gracenote to prosecute, enforce and perfect its interests in the Assignment of the Licensed Patents. FhG-IDMT hereby constitutes and appoints Gracenote as FhG-IDMT's true and lawful attorney in fact, with full power of substitution in FhG-IDMT's name and stead, to take any and all steps, at Gracenote's cost, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Gracenote or to protect the same or to enforce any claim or right of any kind with respect thereto. FhG-IDMT hereby declares that the foregoing power is coupled with an interest and as such is irrevocable but limited to the assignment of the Licensed Patents.

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5. License to FhG-IDMT. Gracnote hereby grants to FhG-IDMT a royalty-free, non-exclusive, worldwide, irrevocable, sublicensable license, under the Licensed Patents and the Intellectual Property Rights as defined in Section 1.10 of the Patent and Technology License Agreement, to make, have made, use, sell, and import products and services and otherwise practice and exploit the Licensed Patents, solely within the Professional Market (as defined in Section 2.5 of the Patent and Technology License Agreement and subject to the limitations in Section 2.6 of the Patent and Technology License Agreement). Gracnote also agrees to comply with the applicable funding terms of the State of Thuringia attached to the Patent and Technology License Agreement as Schedule 3 and as defined in Section 2.7 of the Patent and Technology License Agreement. Gracnote also agrees to obligate any assignee of any or all of the Licensed Patents to comply with all terms and conditions of this Agreement.

Gracnote shall not assert against FhG any of the assigned Licensed Patents provided that FhG complies with all of its obligations under this Agreement.

6. General

6.1. Counterparts. This Agreement may be signed in counterparts, which together, will constitute one original of this Agreement.

6.2. Entire Agreement. This Agreement and all attachments hereto, along with the Patent and Technology License Agreement constitute the entire understanding and only agreement between the parties with respect to the subject matter hereof and supersede any and all prior negotiations, representations, agreements, and understandings, written or oral, that the parties may have reached with respect to the subject matter hereof. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of each of the parties hereto.

6.3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Germany, without reference to its conflict of law principles.

6.4. Headings. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

6.5. Injunctive Relief. If either party breaches, or threatens to breach any material provision of this Agreement, both parties agree that the non-breaching party would have no adequate remedy at law and would therefore be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6.6. No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to

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any person or entity other than the parties hereto (and their authorized assignees) any rights, remedies or other benefits under or by reason of this Agreement.

6.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect.

6.8. Waiver. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

FHG-IDMT:

Signed: [Signature]  
By: Dr. Helmut Schubert  
Title: Head of Patent Department  
Frachthof-Gesellschaft zur Förderung  
der angewandten Forschung e.V.

ACKNOWLEDGED AND  
ACCEPTED:

GRACENOTE

Signed: [Signature]  
By: Jim Doehman  
Title: SVP & CFO

O.C.  
2/4/08

## ADDENDUM 1 TO THE PATENT ASSIGNMENT AGREEMENT

## Granted Patents:

| FPL-Case/Country | Title  | Filing Date | Patent Number         |
|------------------|--|-------------|-----------------------|
| F41789 DE        | Verfahren und Vorrichtung zum Analysieren eines Informationssignals  | 03/21/03    | DE 103 13 875 B3      |
| F41789 WO/EP     | DEVICE AND METHOD FOR ANALYSING AN AUDIO INFORMATION SIGNAL  | 03/18/04    | EP 1 606 798 B1       |
| F41789 WO/EP/GB  | DEVICE AND METHOD FOR ANALYSING AN AUDIO INFORMATION SIGNAL  | 03/18/04    | EP 1 606 798 B1       |
| F41789 WO/EP/FR  | DEVICE AND METHOD FOR ANALYSING AN AUDIO INFORMATION SIGNAL  | 03/18/04    | EP 1 606 798 B1       |
| F45281 DE        | Vorrichtung und Verfahren zum Analysieren eines Informationssignals  | 05/07/04    | DE 10 2004 022 660 B4 |
| F45281 WO/EP     | DEVICE AND METHOD FOR ANALYSING AN INFORMATION SIGNAL  | 04/29/05    | EP 1743324 B1         |
| F45426 DE        | Verfahren und Vorrichtung zur Extraktion einer einem Audiosignal zu Grunde liegenden Melodie   | 10/11/04    | DE 10 2004 049 457 B3 |
| F45620 WO/EP     | DEVICE AND METHOD FOR LABELING DIFFERENT SEGMENT CLASSES   | 07/15/05    | EP 1774527            |
| F37189 DE        | Vorrichtung und Verfahren zum Analysieren eines Audiosignals hinsichtlich von Rhythmusinformationen des Audiosignals unter Verwendung einer Autokorrelationsfunktion | 05/14/01    | DE 101 23 281 C1      |
| F37189 WO/EP     | DEVICE FOR THE ANALYSIS OF AN AUDIO SIGNAL WITH REGARD TO THE RHYTHM INFORMATION IN THE AUDIO SIGNAL USING AN AUTO-CORRELATION FUNCTION                              | 05/10/02    | EP 1 371 055          |
| F37189 WO/US     | Apparatus for Analyzing an Audio Signal with Regard to Rhythm Information of the Audio Signal by Using an Autocorrelation Function                                   | 05/10/02    | US 7,012,183 B2       |
| F37189 EP/DE     | Vorrichtung zum Analysieren eines Audiosignals hinsichtlich von Rhythmusinformationen des Audiosignals unter Verwendung einer Autokorrelationsfunktion               | 05/10/02    | 502 02 914.5          |
| F37189 EP/FR     | Vorrichtung zum Analysieren eines Audiosignals hinsichtlich von Rhythmusinformationen des Audiosignals unter Verwendung einer Autokorrelationsfunktion               | 05/10/02    | EP 1 371 055          |
| F37189 EP/GB     | Vorrichtung zum Analysieren eines Audiosignals hinsichtlich von Rhythmusinformationen des Audiosignals unter Verwendung einer Autokorrelationsfunktion               | 05/10/02    | EP 1 371 055          |
| F37190 DE        | Vorrichtung zum Analysieren eines Audiosignals hinsichtlich von Rhythmusinformationen  | 05/14/01    | DE 101 23 366 C1      |

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| F37190<br>WO/EP | DEVICE AND METHOD FOR ANALYSING AN<br>AUDIO SIGNAL IN VIEW OF OBTAINING<br>RHYTHM INFORMATION | 04/25/02 | EP 1 388 145 B1 |
| F37190<br>WO/JP | Apparatus and Method for Analyzing an Audio<br>Signal with Regard to Rhythm Information       | 04/25/02 | 3914878         |
| F37190 EP/GB    | DEVICE AND METHOD FOR ANALYSING AN<br>AUDIO SIGNAL IN VIEW OF OBTAINING<br>RHYTHM INFORMATION | 04/25/02 | EP 1 388 145 B1 |
| F37190 EP/FR    | Vorrichtung zum Analysieren eines<br>Audiosignals hinsichtlich von<br>Rhythmusinformationen   | 04/25/02 | EP 1 388 145 B1 |
| F37190 EP/DE    | Vorrichtung zum Analysieren eines<br>Audiosignals hinsichtlich von<br>Rhythmusinformationen   | 04/25/02 | 502 01 311.7-08 |

#### Pending Patent Applications:

| FPL-<br>Case/Country | Title  | Filing<br>Date | Filing<br>Number     | Number of<br>Publication |
|----------------------|--|----------------|----------------------|--------------------------|
| F41789 US            | Device and method for analyzing an<br>information signal   | 03/18/04       | 11/225,557           |                          |
| F45281 US2           | Device and method for analyzing an<br>information signal   | 05/05/05       | 11/123,474           | US-2005-<br>0273319 A1   |
| F45281<br>WO/JP      | Vorrichtung und Verfahren zum<br>Analysieren eines<br>Informationssignals  | 04/29/05       | 2007-511985          |                          |
| F45426 US            | Method and device for extracting a<br>melody underlying an audio signal  | 12/15/04       | 11/014,107           | US-2006-<br>0075884-A1   |
| F45426<br>WO/JP      | Verfahren und Vorrichtung zur<br>Extraktion einer einem Audiosignal<br>zu Grunde liegenden Melodie   | 09/23/05       | 2007-536026          |                          |
| F45426<br>WO/EP      | METHOD AND DEVICE FOR THE<br>EXTRACTION OF A MELODY ON<br>WHICH AN AUDIO SIGNAL IS<br>BASED  | 09/23/05       | 05 790 019.3         | 1 797 552                |
| F45543 DE            | Vorrichtung und Verfahren zum<br>Gruppieren von zeitlichen<br>Segmenten eines Musikstücks  | 09/28/04       | 10 2004 047<br>068.5 |                          |
| F45543 US            | Apparatus and method for grouping<br>temporal segments of a piece of<br>music/Apparatus and method for<br>changing a segmentation of an audio<br>piece | 02/01/05       | 11/048,681           | US-2006-<br>0080100-A1   |
| F45543<br>WO/JP      | Vorrichtung und Verfahren zum<br>Gruppieren von zeitlichen<br>Segmenten eines Musikstücks  | 07/15/05       | 2007-533882          |                          |
| F45543<br>WO/EP      | DEVICE AND METHOD FOR<br>CHANGING THE SEGMENTATION<br>OF AN AUDIO PIECE  | 07/15/05       | 05 760 763.2         | 1 794 743                |

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|              |  |          |                   |                       |
|--------------|--|----------|-------------------|-----------------------|
| F45620 DE    | Vorrichtung und Verfahren zum Bezeichnen von verschiedenen Segmentklassen  | 09/28/04 | 10 2004 047 032.4 | DE 10 2004 047 032 A1 |
| F45620 US    | Apparatus and method for designating various segment classes   | 02/01/05 | 11/048,693        | US-2006-0080095-A1    |
| F45620 WO/JP | Vorrichtung und Verfahren zum Bezeichnen von verschiedenen Segmentklassen  | 07/15/05 | 2007-533880       |                       |
| F45621 DE    | Vorrichtung und Verfahren zum Ändern einer Segmentierung eines Audiostücks   | 09/28/04 | 10 2004 047 069.3 | DE 10 2004 047 069 A1 |
| F45621 US    | Apparatus and Method for Changing a Segmentation of an Audio Piece / Apparatus and method for grouping temporal segments of a piece of music | 02/01/05 | 11/048,679        | US-2006-0065106-A1    |
| F45621 WO/EP | DEVICE AND METHOD FOR CHANGING THE SEGMENTATION OF AN AUDIO PIECE  | 07/15/05 | 05 762 452.0      | 1 794 745             |
| F45621 WO/JP | Vorrichtung und Verfahren zum Ändern einer Segmentierung eines Audiostücks   | 07/15/05 | 2007-533881       |                       |
| F45673 DE    | Extraktion einer einem Audiosignal zu Grunde liegenden Melodie   | 10/11/04 | 10 2004 049 517.3 | DE 10 2004 049 517 A1 |
| F45673 WO/JP | Extraktion einer einem Audiosignal zu Grunde liegenden Melodie   | 09/23/05 | 2007-536025       |                       |
| F45673 WO/EP | EXTRACTION OF A MELODY ON WHICH AN AUDIO SIGNAL IS BASED   | 09/23/05 | 05 793 771.6      | 1 787 283             |



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