

Form PTO-1595 (Rev. 08/05)  
OMB No 0851-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

James D. Logan (07/01/2008); Daniel Goessling (06/17/2008); and Richard Goldhor (06/19/2008)

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Gotuit Media Corporation

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

15 Constitution Way

City: Woburn

State: Massachusetts

Country: United States of America Zip: 01810

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): In parentheses after inventor name

Assignment  Merger  Change of Name

Security Agreement  Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,931,451

7,055,166

Additional numbers attached?  Yes  No

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

Name: Edward J. Kelly  
ROPES & GRAY LLP

Internal Address: Atty. Dkt.: 104640-0004-101  
104640-0003-101

Street Address: One International Place

City: Boston

State: MA Zip: 02110

Phone Number: (617) 951-7532

Fax Number: (617) 951-7050

Email Address: ekelly@ropesgray.com

**6. Total number of applications and patents involved:**

2

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

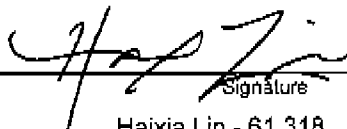
None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 18-1945  
Authorized User Name Edward J. Kelly

**9. Signature:**

  
Signature

July 3, 2008

Date

Haixia Lin - 61,318

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

17

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: July 3, 2008

Signature:  (Mary Jane DiPalma)

CH \$80.00 181945 6931451

## ASSIGNMENT

WHEREAS, I, James D. Logan, invented the following:

**Apparatus and Methods for Broadcast Monitoring**, described in U.S. Patent Application No. 09/238,948 filed on January 27, 1999 and patented under U.S. Patent 7,055,166 on May 30, 2006 (hereinafter "7,055,166 INVENTION"), and

**Systems and Methods for Modifying Broadcast Programming**, described in U.S. Patent Application No. 09/536,969 filed on March 28, 2000 and patented under U.S. Patent 6,931,451 on August 16, 2005 (hereinafter "6,931,451 INVENTION").

WHEREAS, **Gotuit Media Corporation** (hereinafter "ASSIGNEE"), a corporation having offices at 15 Constitution Way, Woburn, MA 01801 desires to record its interest therein,

said interest in said 7,055,166 INVENTION being earlier assigned by me and to any extent necessary being again assigned by me herein to effect assignment ab initio to the James D. Logan and Kerry M. Logan Family Trust (hereinafter "FAMILY TRUST") and to establish and record said INVENTION being transferred unto said ASSIGNEE according to the following chain of title, the documents being attached:

	<u>From</u>	<u>To</u>	<u>Date</u>
Exhibit A:	FAMILY TRUST	GOTUIT MEDIA, INC.	October 22, 1999
Exhibit B:	GOTUIT MEDIA, INC.	GOTUIT AUDIO, INC.	November 2000
Exhibit C:	GOTUIT AUDIO, INC.	ASSIGNEE	December 28, 2000

said interest in said 6,931,451 INVENTION being earlier assigned by me and to any extent necessary being again assigned by me herein to effect assignment ab initio to GOTUIT MEDIA, INC. and to establish and record said INVENTION being transferred unto said ASSIGNEE according to the following chain of title, the documents being attached:

	<u>From</u>	<u>To</u>	<u>Date</u>
Exhibit B:	GOTUIT MEDIA, INC.	GOTUIT AUDIO, INC.	November 2000
Exhibit C:	GOTUIT AUDIO, INC.	ASSIGNEE	December 28, 2000

NOW, for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred, and to any extent necessary to deliver ASSIGNEE our rights therein, do hereby sell, assign and transfer:

unto said FAMILY TRUST, for purposes of transferring unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said 7,055,166 INVENTION, together with our entire right, title and interest in and to said application and said Letters Patent that has issued thereon, and any reissue, continuation, divisional and foreign counterparts thereof, and

unto GOTUIT MEDIA, INC., for purposes of transferring unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said 6,931,451 INVENTION, together with our entire right, title and interest in and to said application and said

Letters Patent that has issued thereon, and any reissue, continuation, divisional and foreign counterparts thereof;

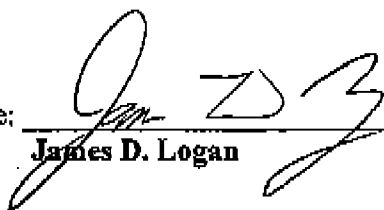
said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment not been made; I have conveyed, and to any extent necessary do hereby convey, all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. I hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in said ASSIGNEE, to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of said ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to said ASSIGNEE for its own name;

AND, I hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and to perform any other lawful acts necessary to secure fully, perfect title in and to, or perfect the chain of title in and to the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges;

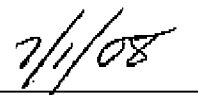
AND, I authorize and request the Commissioner of Patents of the United States to issue Letters Patent granted upon said applications to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand, on the date set forth below.

Inventor's Signature: \_\_\_\_\_

  
James D. Logan

Date: \_\_\_\_\_



### ASSIGNMENT OF PATENT RIGHTS

Whereas, I, Bernice C. Logan, of 32 Cardinal Road, Trumbull, CT, am the Trustee of the James D. Logan and Kerry M. Logan Family Trust, U/A/D December 30, 1993 Trust, which is hereinafter referred to as the "ASSIGNOR," and have the right to execute this assignment on behalf of the ASSIGNOR;

Whereas, ASSIGNOR is the sole owner of certain inventions or improvements (hereinafter the "INVENTIONS") described in the United States Patent and in the U.S. and International Patent Applications identified below:

1. U.S. Patent 5,892,536 issued on April 6, 1999 based on U.S. Patent Application Serial No. 08/723,641 filed on October 3, 1996, entitled "Systems and Methods for Computer Enhanced Broadcast Monitoring;"
2. U.S. Patent Application Serial No. 08/780,669 filed on January 7, 1997 entitled "Systems and Methods for Modifying Broadcast Programming;"
3. U.S. Patent Application Serial No. 09/211,541 filed on December 15, 1998, entitled "Systems and Methods for Enhanced Broadcast Monitoring;"
4. U.S. Patent Application Serial No. 09/238,948 filed January 27, 1999 entitled "Apparatus and Methods for Broadcast;"
5. International Patent Application No. PCT/US 99/01774 filed on January 27, 1999 entitled "Apparatus and Methods for Broadcast Monitoring and For Providing Individual Programming;" and
6. U.S. Patent Provisional Application Serial No. 60/126,758 filed on March 29, 1999 entitled "Electronic Music and Program Storage, Recognition, Management and Playback System."

Whereas, Gotuit Media, Inc. of 1100 Massachusetts Avenue, Arlington, MA 02476, a corporation of the State of Delaware, hereinafter the "ASSIGNEE," is desirous of acquiring the entire right, title and interest to the INVENTIONS;

Now, therefore, in consideration of the sum of one dollars (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, as

Trustee of and on behalf of the ASSIGNOR, by these presents I do sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and to the said INVENTIONS, together with all rights of priority, the same to be held and enjoyed by the said ASSIGNEE for its own use, and for its successors and assigns, to the full end of the term for which said Patent, and any patent issuing from such applications, is granted, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made.

ASSIGNOR hereby authorizes the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted on any of the above-identified applications for patent, or on any other application for patent claiming priority therefrom, to the ASSIGNEE.

Executed this 22<sup>nd</sup> day of October, 1999, at 31 Cardinal Circle, Trumbull, Ct  
10/22/99

Bernice C Logan

Bernice C. Logan, Trustee

The James D. Logan and Kerry M. Logan Family

Trust

Exhibit B

**CERTIFICATE OF AMENDMENT TO RESTATED  
CERTIFICATE OF INCORPORATION**

**OF**

**GOTUIT MEDIA, INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

Gotuit Media, Inc.

2. The Certificate of Incorporation of the Corporation, filed on July 8, 1999, as restated by Restated Certificate of Incorporation filed on November 4, 1999, and as amended on January 7, 2000, is further amended by deleting in its entirety Article FIRST and inserting in lieu thereof the following new Article FIRST:

**"FIRST:** The name of the corporation (hereinafter called the "Corporation") is

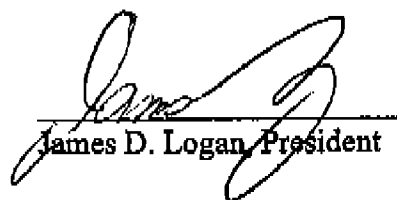
Gotuit Audio, Inc."

3. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of the aforesaid amendments without a meeting, without a vote and without prior notice and that written notice of the taking of such actions has been given in accordance with Section 228(d) of the General Corporation Law of the State of Delaware.

4. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Signed this \_\_\_ day of November, 2000.

By:

  
James D. Logan, President

**PATENT  
REEL: 021194 FRAME: 0211**

Exhibit C

Express Mail Label No.:

Date of Deposit:

Attorney Docket No. 20618-011

## INTELLECTUAL PROPERTY PURCHASE AND TRANSFER AGREEMENT

This Agreement dated as of December 28, 2000 (the "Effective Date") between Gotuit Audio, Inc., a Delaware Corporation with its corporate headquarters at 300 Brickstone Square, Andover, Massachusetts ("ASSIGNOR") and Gotuit Media Corp., a Delaware corporation with its corporate headquarters at 300 Brickstone Square, Andover, Massachusetts ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner by assignment of certain patents and patent applications as described in Schedule 1 hereto (the "Patents") which relate to various systems and methods for video and audio control;

WHEREAS, ASSIGNOR is the owner of certain trademarks, including rights to any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications, as described in Schedule 2 hereto (the "Trademarks");

WHEREAS, ASSIGNOR is the owner of certain domain names as described in Schedule 3 hereto (the "Domain Names"); and

WHEREAS, ASSIGNEE desires to acquire, and ASSIGNOR desires to sell to ASSIGNEE the Patents, Trademarks and Domain Names, in exchange for a royalty free, fully paid up license set forth in a License Agreement dated as of December 31, 2000;

WHEREFORE, ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, sells and transfers to ASSIGNEE, and its successors, assigns and legal representatives, (1) its entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the applications for United States Letters Patents and the United States Letters Patents listed in Schedule 1 attached hereto, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patents which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications; (5) its entire right, title and interest in the Trademarks, including all common law rights and goodwill of the business associated with the Trademarks; and (6) its entire right title and interest in the Domain Names.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patents in the United States and throughout the world to the

PATENT  
REEL: 021194 FRAME: 0212

ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patents issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patents and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further authorizes and requests the respective Trademark Office to record the ASSIGNEE as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee; and

ASSIGNOR further covenants, upon the request of ASSIGNEE, to promptly execute and deliver to ASSIGNEE any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

ASSIGNOR further sells, assigns, transfers and sets over unto ASSIGNEE any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the ASSIGNEE's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

PATENT

REEL: 021194 FRAME: 0213



ASSIGNOR further covehants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patents and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further authorizes and requests the respective Trademark Office to record the ASSIGNEE as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee; and

ASSIGNOR further covenants, upon the request of ASSIGNEE, to promptly execute and deliver to ASSIGNEE any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

ASSIGNOR further sells, assigns, transfers and sets over unto ASSIGNEE any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the ASSIGNEE's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

ASSIGNOR further agrees to provide a completed and executed Domain Name Transfer Form to ASSIGNEE and to provide all other documents necessary to transfer the Domain Names to ASSIGNEE.

ASSIGNOR: GOTUIT AUDIO, INC.

Date: 12-28-2000

By: [Signature]  
Signature of JAMES LOGAN  
Title

Commonwealth of ~~Massachusetts~~ CONNECTICUT  
County of ~~Suffolk~~ FAIRFIELD

Subscribed and sworn to before me this 28<sup>th</sup> day of Dec. 2000


[Signature]  
Notary Public  
My commission expires \_\_\_\_\_

Phyllis G. Detwiler  
Notary Public

Phyllis G. Detwiler  
Notary Public

ASSIGNEE: GOTUIT MEDIA CORP.


Date: 12-28-2000

By:   
Signature of James Logan  
Title

Commonwealth of ~~Massachusetts~~ Connecticut

County of ~~Suffolk~~ FAIRFIELD

Subscribed and sworn to before me this 28<sup>th</sup> day of Dec. 2000

  
Notary Public  
My commission expires \_\_\_\_\_

TRADOC8:1404190.1(%3H@011.DOC)

Phyllis G. Detwiler  
Notary Public  
Comm. Exp. 8/31/03

## SCHEDULE 1

DocketID	Title (Category)	SerialNo	FilingDate	PatentNo	IssueDate
96,900	Systems and Methods for Computer Enhanced Broadcast Monitoring (TV Markup)	08/723,641	10/03/1996	5,892,536	04/06/1999
97,001	Systems and Methods for Modifying Broadcast Programming (SongCatcher)	06/780,669	01/07/1997	6,088,455	07/11/2000
98,900	Systems and Methods for Computer Enhanced Broadcast Monitoring (TV Markup)	09/211,541	12/15/1998	5,986,692	11/16/1999
99,006	Electronic music and program storage, recognition, management and playback system (SongCatcher)	60/126,758	03/29/1999	Provisional Became A-006	
99,017	Advertising Supported Music Distribution System (SongFree)	60/162,110	10/29/1999	Provisional. To be filed as formal app.	
99,022	Apparatus and Methods for Broadcast Monitoring and for Providing Individual Programming (TV Markup)	PCT US99/01774 Published as WO 00/36775	01/27/1999	Pending in EPO	
99,022PC	Apparatus and Methods for Broadcast Monitoring and for Providing Individual Programming (TV Markup)	PCT US/01774	01/27/1999	pending	
A-005	Systems and Methods for Modifying Broadcast Programming (SongCatcher)	09/536,969	03/28/2000	pending	
A-006	Electronic music and program storage, recognition, management and playback system (SongCatcher)	US00/08823	03/29/2000	pending PCT	
A-023	Broadcast Television and Radio Recording, Editing and Playback Systems Using Metadata (TV Markup)			Provisional to be filed	
A-031	Juke Box for Live Radio Broadcasts (SongCatcher)			to be filed	

**SCHEDULE 2**

Mark: GOTUIT  
Appln. Ser. No. 75/828819

**SCHEDULE 3**

**Domain Name: GOTUIT.COM**

## ASSIGNMENT

WHEREAS, I, **Daniel Goessling**, am a named inventor of the following:

**Apparatus and Methods for Broadcast Monitoring**, described in U.S. Patent Application No. **09/238,948** filed on **January 27, 1999** and patented under U.S. Patent **7,055,166** on **May 30, 2006**, which is a continuation-in-part of earlier assigned U.S. Patent **5,892,536** filed on October 3, 1996, and

**Systems and Methods for Modifying Broadcast Programming**, described in U.S. Patent Application No. **09/536,969** filed on **March 28, 2000** and patented under U.S. Patent **6,931,451** on **August 16, 2005**, which is a continuation-in-part of earlier assigned U.S. Patent **6,088,455** filed on January 7, 1997.

WHEREAS, **Gotuit Media Corporation** (hereinafter "ASSIGNEE"), a corporation having offices at **15 Constitution Way, Woburn, MA 01801** desires to record its interest therein, said interest being in accordance with agreements entered into between us and **Personal Audio, Inc.** (hereinafter "PERSONAL AUDIO") and transferred unto said ASSIGNEE according to the following chain of title:

<u>From</u>	<u>To</u>	<u>Date</u>
PERSONAL AUDIO	James D. Logan	May 19, 1998
James D. Logan	Logan Family Trust	May 28, 1998
Logan Family Trust	Gotuit Media, Inc.	October 22, 1999
Gotuit Media, Inc.	Gotuit Audio, Inc.	November 2000
Gotuit Audio, Inc.	ASSIGNEE	December 28, 2000

NOW, for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred, and to any extent necessary to deliver ASSIGNEE my rights therein, do hereby sell, assign and transfer unto PERSONAL AUDIO, for purposes of transferring unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said inventions, together with my entire right, title and interest in and to said application and said Letters Patent that has issued thereon, and any reissue, continuation, continuation-in-part, divisional and foreign counterparts thereof; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment not been made; I have conveyed, and to any extent necessary do hereby convey, all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and

interest in and to said invention, carries with it the right in said ASSIGNEE, to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of said ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to said ASSIGNEE for its own name;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and to perform any other lawful acts necessary to secure fully, perfect title in and to, or perfect the chain of title in and to the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges;

AND, I authorize and request the Commissioner of Patents of the United States to issue Letters Patent granted upon said applications to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand, on the date set forth below.

Inventor's Signature:   
Daniel Goessling

Date: June 17, 2008

## ASSIGNMENT

WHEREAS, I, **Richard Goldhor**, am a named inventor of the following:

**Apparatus and Methods for Broadcast Monitoring**, as described in U.S. Patent Application No. **09/238,948** filed on **January 27, 1999** and patented under U.S. Patent **7,055,166** on **May 30, 2006**, which is a continuation-in-part of earlier assigned U.S. Patent **5,892,536** filed on **October 3, 1996**, and

**Systems and Methods for Modifying Broadcast Programming**, as described in U.S. Patent Application No. **09/536,969** filed on **March 28, 2000** and patented under U.S. Patent **6,931,451** on **August 16, 2005**, which is a continuation-in-part of earlier assigned U.S. Patent **6,088,455** filed on **January 7, 1997**.

WHEREAS, **Gotuit Media Corporation** (hereinafter "ASSIGNEE"), a corporation having offices at **15 Constitution Way, Woburn, MA 01801** desires to record its interest therein, said interest being in accordance with agreements entered into between me and **Personal Audio, Inc.** (hereinafter "PERSONAL AUDIO") and transferred unto said ASSIGNEE according to the following chain of title:

<u>From</u>	<u>To</u>	<u>Date</u>
PERSONAL AUDIO	James D. Logan	May 19, 1998
James D. Logan	Logan Family Trust	May 28, 1998
Logan Family Trust	Gotuit Media, Inc.	October 22, 1999
Gotuit Media, Inc.	Gotuit Audio, Inc.	November 2000
Gotuit Audio, Inc.	ASSIGNEE	December 28, 2000

WHEREAS, ASSIGNEE represents that said chain of title presented in this assignment is true and accurate.

WHEREAS, ASSIGNEE agrees to hold harmless and indemnify me against any and all liability, claims, suits and losses arising out of the execution of this assignment.

NOW, for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred, and to any extent necessary to deliver ASSIGNEE my rights therein, do hereby sell, assign and transfer unto PERSONAL AUDIO, for purposes of transferring unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said inventions, together with my entire right, title and interest in and to said applications and said Letters Patent that has issued thereon, and any reissue, continuation, continuation-in-part, divisional and foreign counterparts thereof; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment not been made; I have conveyed, and to any extent necessary do hereby convey, all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of



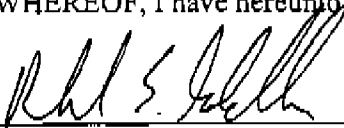
industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention, carries with it the right in said ASSIGNEE, to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of said ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to said ASSIGNEE for its own name;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and to perform any other lawful acts necessary to secure fully, perfect title in and to, or perfect the chain of title in and to the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges;

AND, I authorize and request the Commissioner of Patents of the United States to issue Letters Patent granted upon said applications to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand, on the date set forth below.

Inventor's Signature: \_\_\_\_\_

  
Richard Goldhor

Date: \_\_\_\_\_

6/19/2008