Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James P. Ashley	08/06/2008
Jonathan A. Gibbs	08/06/2008
Udar Mittal	08/06/2008

RECEIVING PARTY DATA

Name:	Motorola, Inc.
Street Address:	1303 E. Algonquin Road
Internal Address:	IL01-3rd Floor
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60196

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12187423

CORRESPONDENCE DATA

Fax Number: (847)576-3750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 847-538-2725

Email: docketing.schaumburg@motorola.com

Correspondent Name: Motorola. Inc.

Address Line 1: 1303 E. Algonquin Road

Address Line 2: IL01-3rd Floor

Address Line 4: Schaumburg, ILLINOIS 60196

ATTORNEY DOCKET NUMBER: CML06419

NAME OF SUBMITTER: Robert J. Buccieri

Total Attachments: 4

PATENT REEL: 021352 FRAME: 0578

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> PATENT REEL: 021352 FRAME: 0579

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, James P. Ashley, Naperville, Illinois; Jonathan A. Gibbs, Winchester, Hampshire, United Kingdom and Udar Mittal, Hoffman Estates, Illinois have sold, assigned and transferred, and do hereby sell, assign and transfer, unto MOTOROLA, INC., a corporation of the State of Delaware, having its principal office in Schaumburg, State of Illinois, United States of America, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in METHOD AND APPARATUS FOR GENERATING AN ENHANCEMENT LAYER WITHIN AN AUDIO CODING SYSTEM (Docket No. CML06419), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us on the dates indicated by our signatures below, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

We hereby also sell, assign and transfer unto MOTOROLA, INC., the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the invention and the applications for Letters Patent in foreign countries, and we further authorize MOTOROLA, INC. to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to MOTOROLA, INC., for the sole use and benefit of MOTOROLA, INC., its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to MOTOROLA, INC.

We agree that, when requested, we will, without charge to MOTOROLA, INC., but at its expense, sign all papers, take all rightful oaths, and do all acts which may be

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> PATENT REEL: 021352 FRAME: 0580

necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in MOTOROLA, INC., its successors, assigns and legal representatives or nominees.

We covenant with MOTOROLA, INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that James P. Ashley, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this

My commission expires: / ひ

Notáry Public Signature

OFFICIAL SEAL ROBERT J BUCCIERI NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:10/04/10

Printed Name of Notary Public

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Jarathan a. Cull.	DATE: 6th	August	2008
Jonathan A. Gibbs			

The undersigned witnesses do hereby certify that **Jonathan A. Gibbs**, whose name is subscribed to the foregoing instrument, appeared before us this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

<u>'itness One</u>	
Mari Maya	
itness One Signature	
KEVIN MERCER	
inted Name of Witness One	

Witness Two Witness Two Signature HOCLY FRANCOIS

Printed Name of Witness Two

Udar Mittal		DATE: _	08/06/08	
STATE OF ILLINOIS)			
COUNTY OF COOK)ss)			

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that **Udar Mittal**, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this

₇, 2008.

My commission expires: 10 /4/12

Notary Public Signature

OFFICIAL SEAL ROBERT J BUCCIERI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/04/10

RECORDED: 08/07/2008

Printed Name of Notary Public

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