

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name		Execution Date	
James D. Johnston		09/04/2008	
RECEIVING PARTY DATA			
Name:	Neural Audio Corporation		
Street Address:	11410 NE 122nd Way		
Internal Address:	Suite 100		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98034		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	12204471		
CORRESPONDENCE DATA			
Fax Number:	(214)661-6604		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214.953.5990		
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Correspondent Name:	Christopher J. Rourk		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 2:	Jackson Walker L.L.P.		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	013646.00045		
NAME OF SUBMITTER:	Christopher J. Rourk		
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif			

CH \$40.00 12204471

PATENT

500638732

REEL: 021483 FRAME: 0869

### ASSIGNMENT

WHEREAS, I, James D. Johnston, have made an invention entitled, "INTERAURAL TIME DELAY RESTORATION SYSTEM AND METHOD," for which an application for United States Letters Patent was filed on \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_.

WHEREAS, I represent and warrant that I am the owner of said invention and application for Letters Patent.

WHEREAS, Neural Audio Corporation (hereinafter ASSIGNEE), a corporation of the State of Washington, having a business address of 11410 NE 122<sup>nd</sup> Way, Suite 100, Kirkland, Washington 98034, is desirous of acquiring the same.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by me, I have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said Applications, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

I covenant and agree that I will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its assigns and successors, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

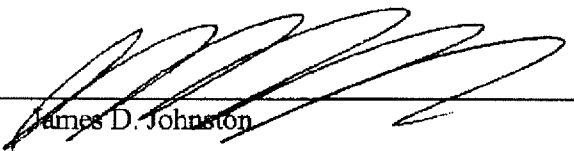
I represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or Applications has been or will be made or entered into which would conflict with this assignment and sale.

I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any other relevant authorities to issue all Letters Patent based on said Applications and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its assigns and successors.

The undersigned further declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the Applications or any patent issued thereon.

IN TESTIMONY WHEREOF, I have duly executed this assignment on the date as indicated next to my name.

Date: 9/4/2008

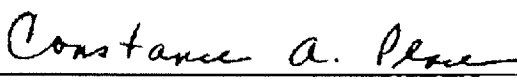
  
James D. Johnston

Residence Address:  
11321 165<sup>th</sup> Court NE  
Redmond, Washington 98052

State of Washington )  
County of King ) ss.

Before me, the undersigned Notary Public, on this day personally appeared James D. Johnston, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4<sup>th</sup> day of Sept., 2008.

  
Notary Public  
My Commission Expires: 2/3/2010

