

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Patrick Gates</td> <td>02/06/2009</td> </tr> <tr> <td>Richard F. Wagner</td> <td>02/09/2009</td> </tr> <tr> <td>Jeremy Werner</td> <td>02/06/2009</td> </tr> <tr> <td>Andrew Wadycki</td> <td>02/06/2009</td> </tr> <tr> <td>Josh Flowers</td> <td>02/06/2009</td> </tr> <tr> <td>Stephen A. Davis</td> <td>02/06/2009</td> </tr> <tr> <td>Jeffrey S. Miller</td> <td>02/06/2009</td> </tr> </tbody> </table>		Name	Execution Date	Patrick Gates	02/06/2009	Richard F. Wagner	02/09/2009	Jeremy Werner	02/06/2009	Andrew Wadycki	02/06/2009	Josh Flowers	02/06/2009	Stephen A. Davis	02/06/2009	Jeffrey S. Miller	02/06/2009
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RECEIVING PARTY DATA																	
Name:	Apple Inc.																
Street Address:	1 Infinite Loop																
City:	Cupertino																
State/Country:	CALIFORNIA																
Postal Code:	95014																
PROPERTY NUMBERS Total: 1																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12242735</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12242735												
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CORRESPONDENCE DATA																	
Fax Number:	(415)814-6165																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	415 814 6161																
Email:	amy.drury@novakdruce.com																
Correspondent Name:	Novak Druce + Quigg LLP																
Address Line 1:	525 Market Street #3750																
Address Line 4:	San Francisco, CALIFORNIA 94105																
ATTORNEY DOCKET NUMBER:	8802.010.NPUS01																

OP \$40.00 12242735

NAME OF SUBMITTER:

Tracy Druce

Total Attachments: 4

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ASSIGNMENT
(JOINT)

THIS ASSIGNMENT, by Patrick GATES, residing at 49 Chula Lane, San Francisco, California 94114; Richard Frederick WAGNER, residing at 47 Costa Street, San Francisco, California, 94110; Jeremy WERNER, residing at 212 Bancroft Road, Burlingame, California 94010; Andrew WADYCKI, residing at 30 Buckingham Drive #218, Santa Clara, California 95051; Josh FLOWERS, residing at 26 Creekridge Court, San Mateo, California 94402; Stephen A. DAVIS, residing at 129 Central Avenue, Los Gatos, California 95030; and Jeffrey S. MILLER, residing at 646 Lola Lane, Mountain View, California 94040 (hereinafter referred to collectively as the "Assignors"), witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in: **SYSTEM AND METHOD FOR PLAYLIST GENERATION BASED ON SIMILARITY DATA**, set forth in an application for Letters Patent of the United States filed on or about September 20, 2008 as Application No. 12/242,735.


WHEREAS, APPLE INC., a corporation duly organized under and pursuant to the laws of the State of California, and having a principal place of business at 1 Infinite Loop, Cupertino, California 95014-2084 (hereinafter referred to as the "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made; and

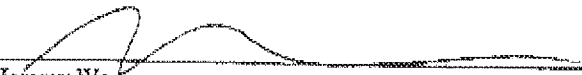
FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignors are the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

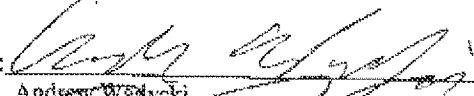
FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignors have thus set their hands on the dates below written.

Date: 2/6/09, 2009 Signature: 
Patrick Gates

Date: 2/9/09, 2009 Signature: 
Richard Frederick Wagner

Date: 2/16/09, 2009 Signature: 
Jeremy Werhier

Date: 2/16/09, 2009 Signature: 
Andrew Wajdycki

Date: 6/26, 2009 Signature: 
Josh Flowers

Date: _____, 2009 Signature: _____
Stephen A. Davis

Date: _____, 2009 Signature: _____
Jeffrey S. Miller

**ASSIGNMENT
(JOINT)**

THIS ASSIGNMENT, by Patrick GATES, residing at 49 Chula Lane, San Francisco, California 94114; Richard Frederick WAGNER, residing at 47 Costa Street, San Francisco, California, 94110; Jeremy WERNER, residing at 212 Bancroft Road, Burlingame, California 94010; Andrew WADYCKI, residing at 30 Buckingham Drive #218, Santa Clara, California 95051; Josh FLOWERS, residing at 26 CreekrIDGE Court, San Mateo, California 94402; Stephen A. DAVIS, residing at 129 Central Avenue, Los Gatos, California 95030; and Jeffrey S. MILLER, residing at 646 Lola Lane, Mountain View, California 94040 (hereinafter referred to collectively as the "Assignors"), witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in: **SYSTEM AND METHOD FOR PLAYLIST GENERATION BASED ON SIMILARITY DATA**, set forth in an application for Letters Patent of the United States filed on or about September 30, 2008 as Application No. 12/242,735.

WHEREAS, APPLE INC., a corporation duly organized under and pursuant to the laws of the State of California, and having a principal place of business at 1 Infinite Loop, Cupertino, California 95014-2084 (hereinafter referred to as the "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignors are the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignors have thus set their hands on the dates below written.

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