Client Code: SRSLABS.412A RECORDATION

## RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies): (List using letters or numbers for multiple parties)  1. Hideaki Kato 2. Alan Kraemer 3. Sarah Yang  Additional name(s) of conveying party(ies) attached?  () Yes (X) No  3. Nature of conveyance: (X) Assignment () Security Agreement () Merger () Change of Name () Other:  Execution Date: (List as in section 1 if multiple signatures)	2. Name and address of receiving party(ies):  Name: SRS Labs, Inc.  Street Address: 2909 Daimler Street  City: Santa Ana State: CA  ZIP: 92705  Additional name(s) of receiving party(ies) attached?  ( ) Yes (X) No  4. US or PCT Application number(s) or US Patent number(s):  (X) Retent Application No. 11/963.679
1. August 25, 2008 2. September 15, 2008 3. September 10, 2008	<ul> <li>(X) Patent Application No. 11/963,679         Filing Date: December 21, 2007         Additional numbers attached?         ( ) Yes (X) No</li> </ul>
<ol><li>Party to whom correspondence concerning document should be mailed:</li></ol>	<ol><li>Total number of applications and patents involved: 1</li></ol>
Customer No. 20,995  Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 <sup>th</sup> Floor Irvine, CA 92614  Return Fax: (949) 760-9502  Attorney's Docket No.: SRSLABS.412A	
7. Total fee (37 CFR 1.21(h)): \$ 40	8. Deposit account number: 11-1410
(X) Authorized to be charged to deposit account	Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
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.  Scott Raevsky Name of Person Signing  Signature  February 19, 2009 Date	
54,384 Registration No.	
Total number of pages including cover sheet, attachments and document: 5	

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## ASSIGNMENT

WHEREAS, We, Hideaki Kato, a Japanese citizen residing at 651-22 Iijima-cho, Sakae-ku, Yokohama, Japan 244-0842, Alan Kraemer, a United States citizen residing at 5 Centaurus, Irvine, CA 92603, and Sarah Yang, a United States citizen residing at 9 Charity, Irvine, CA 92612 (hereinafter, collectively referred to as "ASSIGNORS") have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to a MULTI-CHANNEL AUDIO ENHANCEMENT SYSTEM (collectively hereinafter referred to as the "Work") for which ASSIGNORS have filed an application for Letters Patent in the United States, Application No. 11/963,679, filed on December 21, 2007) (hereinafter referred to as the "Application");

AND WHEREAS, SRS Labs, Inc., a Delaware Corporation, with its principal place of business at 2909 Daimler Street, Santa Ana, CA 92705 (hereinafter "ASSIGNEE"), desires to acquire and confirm all right, title, and interest in and to the Application and the Work; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNORS do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and any improvement made thereto including the Application and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and any patent application(s) claiming priority thereto that have been or may hereafter be filed, such patent applications including divisions, continuations, continuations-in-part, reissues and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States; and do hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS represent and warrant that to the best of ASSIGNORS' knowledge that ASSIGNORS have not entered into any contract or made any commitments that will or may impair the rights assigned to ASSIGNEE in the Work or the Application.

ASSIGNORS DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any related Letters Patent, before or after issuance.

ASSIGNORS DO HEREBY release and forever discharge ASSIGNEE for any and all claims including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Work, whether or not known, suspected and unsuspected including any and all previous agreements entered into, which now exist or may have existed prior to the date of this Agreement.

ASSIGNORS DO HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes,

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models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

ASSIGNORS DO HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNORS do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNORS DO HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNORS further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNORS shall act as an amendment, modification or warver of any provision of this Assignment unless specifically set forth in writing.

ASSIGNORS DO HEREBY covenant and agree to compensate ASSIGNEE for any losses, costs, expenses, claims, damages or liabilities (including reasonable attorneys' fees) suffered by ASSIGNEE due to, related to, or caused by ASSIGNORS' breach of any term, provision, condition, representation, or warranty of this Assignment.

AND ASSIGNORS DO HEREBY acknowledge that the law firm of Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE not ASSIGNORS.

IN TESTIMONY WHEREOF, I have hereunto set our hands and seal.

WITNESSES

DATE

ASSIGNORS

Circles CHO

MM/DD/YYYY

Hideaki Kate

<u>Ut√IG/⊂/ IT/4//C</u> Name of Witness

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this

2008.

Alan Kraemer

STATE OF

COUNTY OF O CASE

On <u>Softender 15, 2056</u> before me, <u>Gloria Gancio</u>, notary public, personally appeared Alan Kraemer who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[SEAL]

GLORIA CIANCIO
Commission # 1769702
Notary Public - California
Orange County
MyComm. Exples Oct 19, 2011

Notary Signature

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_

2008.

COUNTY OF Orange

On September 10, 2003 before me, Corice Cancie, notary public, personally appeared Sarah Yang who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official scal

[SEAL]

5746854 080408

GLORIA CIANCIO Commission # 1769702 Notary Public - California 💈 Orange County

Notary Signature

**RECORDED: 02/19/2009** 

PATENT REEL: 022283 FRAME: 0471