#### PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Clemens HOMBURG	07/20/2009

#### **RECEIVING PARTY DATA**

Name:	Apple Inc.
Street Address:	1 Infinite Loop
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12506111

### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 8802.066.NPUS00

NAME OF SUBMITTER: Tracy W. Druce

**Total Attachments: 1** 

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PATENT REEL: 022978 FRAME: 0795 Client Ref. P8007US1

Attorney Docket No. 8802.066.NPUS00

# ASSIGNMENT (SOLE INVENTOR)

THIS ASSIGNMENT, by Clemens HOMBURG, an individual residing at Heckscher Strasse 42, 20253 Hamburg, Germany (hereinafter referred to as the "Assignor"), witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in: ADJUSTING A VARIABLE TEMPO OF AN AUDIO FILE INDEPENDENT OF A GLOBAL TEMPO USING A DIGITAL AUDIO WORKSTATION, set forth in an application for Letters Patent of the United States filed herewith.

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 (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 Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignor's 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 Assignor, had this sale and assignment not been made; and

FOR THE SAME CONSIDERATION, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignor is the lawful owner 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 Assignor has 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 Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said Assignor 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, Assignor has thus set his hand on the date below written.

Date: 20 - 3064, 2009

Signature:\_

Cremens HOMBOK

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