

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RUSH HOUR MUSIC, L.L.C.	08/17/2009
RECEIVING PARTY DATA	
Name:	PETORONSKI FOUNDATION NY LLC
Street Address:	160 Greentree Drive
Internal Address:	Suite 101
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5801694
CORRESPONDENCE DATA	
Fax Number:	(608)258-4258
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	608-257-5035
Email:	MadisonIPDocketing@foley.com, wmorris@foley.com
Correspondent Name:	Paul S Hunter, Foley & Lardner LLP
Address Line 1:	Verex Plaza
Address Line 2:	150 East Gilman Street
Address Line 4:	Madison, WISCONSIN 53703-1481
ATTORNEY DOCKET NUMBER:	088245-6425
NAME OF SUBMITTER:	Paul S. Hunter
Total Attachments: 4 source=2385 - Rush Hour Assignment Exhibit B#page1.tif source=2385 - Rush Hour Assignment Exhibit B#page2.tif	

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**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Rush Hour Music, L.L.C., a Massachusetts limited liability company, with an office at 136 Dwight Road, Longmeadow, MA 01106 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Petoronski Foundation NY LLC, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 101, Dover, DE 19904 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
5,801,694	US	12/4/1995	Method and apparatus for interactively creating new arrangements for musical compositions  Gershen, Joseph S.
CA2239684	CA	12/4/1996	Method and apparatus for interactively creating new arrangements for musical compositions  Gershen, Joseph S.
DE69623318.5	DE	12/4/1996	Method and apparatus for interactively creating new arrangements for musical compositions  Gershen, Joseph S.
FR0865650	FR	12/4/1996	Method and apparatus for interactively creating new arrangements for musical compositions  Gershen, Joseph S.
GB0865650	GB	12/4/1996	Method and apparatus for interactively creating new arrangements for musical compositions  Gershen, Joseph S.

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for

priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

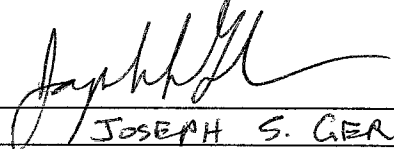
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 8:00 AM  
on August 17, 2009.

**ASSIGNOR:**

**Rush Hour Music, L.L.C.**

By:   
Name: JOSEPH S. GERSHEN  
Title: PRESIDENT  
(Signature MUST be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of JOSEPH S. GERSHEN to the above Assignment of Patent Rights on behalf of Rush Hour Music, L.L.C. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. JOSEPH S. GERSHEN is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on August 17, 2009 to execute the above Assignment of Patent Rights on behalf of Rush Hour Music, L.L.C.

3. JOSEPH S. GERSHEN subscribed to the above Assignment of Patent Rights on behalf of Rush Hour Music, L.L.C.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on August 17, 2009 (date)

Ellen Sevy  
Print Name: ELLEN SEVY