

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| William G. Stewart | 11/10/2009 |
| 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: | 12610615 |
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| ATTORNEY DOCKET NUMBER: | P3536USC1 (60108-0193) |
| NAME OF SUBMITTER: | Adam C. Stone |
| Total Attachments: 2 source=P3536USC1-Stewart-Assign#page1.tif source=P3536USC1-Stewart-Assign#page2.tif | |

OP \$40.00 12610615

Docket No.: P3536US1 (60108-0193)

ASSIGNMENT

WHEREAS WE, Shyh-shiaw Kuo of Cupertino, California; Hong Kaura of Sunnyvale, California, and William G. Stewart of Los Altos, California; have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled BITRATE CONSTRAINED VARIABLE BITRATE AUDIO ENCODING, for which an application for United States Letters Patent was filed on November 2, 2009, and identified by United States Serial No. 12/610,615;

AND WHEREAS, Apple Inc., a California corporation having a place of business at 1 Infinite Loop, Cupertino, California 95014 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto Apple Inc., its legal representatives, successors, and assigns ("Assignee"), the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and Assignee;

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AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date Shyh-shiaw Kuo

Date Hong Kaura

10 Nov 2009
Date _____
William G. Stewart