

# PATENT ASSIGNMENT

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT              |
| <b>NATURE OF CONVEYANCE:</b>   | ASSIGNMENT                  |
| <b>CONVEYING PARTY DATA</b>  |                             |
| <b>Name</b>  | <b>Execution Date</b>       |
| Stephen N. Withers   | 08/31/2007                  |
| <b>RECEIVING PARTY DATA</b>  |                             |
| <b>Name:</b>   | Activision Publishing, Inc. |
| <b>Street Address:</b>   | 3100 Ocean Park Blvd.       |
| <b>City:</b>   | Santa Monica                |
| <b>State/Country:</b>  | CALIFORNIA                  |
| <b>Postal Code:</b>  | 90405-3032                  |
| <b>PROPERTY NUMBERS Total: 1</b>   |                             |
| <b>Property Type</b>   | <b>Number</b>               |
| <b>Application Number:</b>   | 29382742                    |
| <b>CORRESPONDENCE DATA</b>   |                             |
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| <b>NAME OF SUBMITTER:</b>  | Daniel M. Cavanagh          |
| <b>Total Attachments: 1</b><br>source=1156-019-301--AssignAsFiled#page1.tif          |                             |

OP \$40.00 29382742

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**PATENT**  
**REEL: 025702 FRAME: 0391**

## ASSIGNMENT

**WHEREAS, I, Stephen N. Withers, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled GUITAR FRET BOARD WITH BUTTONS, filed June 8, 2007, Application No. 29/288,402.**

**AND WHEREAS ACTIVISION PUBLISHING, INC., a Delaware corporation, having a place of business at 3100 Ocean Park Blvd., Santa Monica, California 90405-3032 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.**

**NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;**

**AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;**

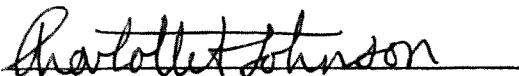
**AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.**

**IN TESTIMONY WHEREOF, I hereunto set my hand this** 31 **day of** August,  
2007.



Stephen N. Withers

Witnessed by:



Witnessed by:



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