

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OEM, INCORPORATED	02/01/2011
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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ASSIGNMENT

THIS ASSIGNMENT is by OEM, Incorporated ("Assignor") having a place of business at 7095 Hollywood Boulevard #1007, Hollywood, CA 90028. Assignor owns the entire worldwide rights, title and interest in and to one or more certain inventions (the "Invention(s)") described in a United States Patent Application entitled:

SYSTEM FOR LEARNING AND MIXING MUSIC

(the "Application") and executed concurrently herewith; or filed on February 20, 2009, as Application No. 12/390,393.

OEM, LLC having a place of business at 7095 Hollywood Boulevard #1007, Hollywood, CA 90028 ("Assignee"), desires to acquire the entire worldwide rights, title and interest in and to the Invention(s) and the Application, and in and to any Patents (collectively, "Patents") that may be granted for the Inventions in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which he/she acknowledges, Assignor hereby sells, assigns, and transfers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any prior Invention(s), or Patents from which the Application claims priority rights, at least to the extent such priority rights are claimed in the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignor warrants that he/she is the owner of the Rights, and that the Rights are unencumbered. Assignor also agrees to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; prepare and prosecute the Application or any other applications for Patents; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor requests the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee.

And, the undersigned hereby grant(s) the practitioners associated with the Customer Number 87647 the power to insert on this assignment any further identification which may be necessary in order to comply with the rules of the United States Patent and Trademark Office to record the document.

Date:

FEB 2, 2011


OEM, Incorporated
Scott Humphrey