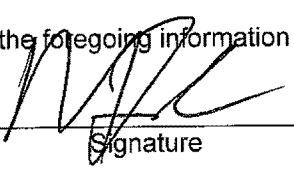


Client Code: SOFTM.016APC

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>SoftMax, Inc. The Regents of the University of California</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: The Regents of the University of California</p> <p>Street Address: 1111 Franklin Street, 12th Floor</p> <p>City: Oakland State: CA</p> <p>ZIP: 94067</p> <p>Name: SoftMax, Inc.</p> <p>Street Address: 5775 Morehouse Drive</p> <p>City: San Diego State: CA</p> <p>ZIP: 92121</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>() Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>(X) Other: Cooperation Agreement</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>December 08, 2009 January 25, 2010</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/572,409</p> <p>Filing Date: January 19, 2007</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: SOFTM.016APC</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Michael L. Fuller</u> Name of Person Signing</p> <p> Signature</p> <p><u>6/9/2011</u> Date</p> <p>36,516 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (the "Agreement") is made by and entered into between **The Regents of the University of California**, a California corporation ("The Regents") having an office at 1111 Franklin Street, 12th Floor Oakland, CA 94667, represented by its San Diego campus having an address at University of California, San Diego, Technology Transfer Office, Mail Code 0910, 9500 Gilman Drive, La Jolla, California 92093-0910 ("UCSD"), and **SoftMax, Inc.**, a California corporation ("SoftMax") having an office at 5775 Morchouse Drive, San Diego, CA 92121.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SoftMax and The Regents, each intending to be legally bound, hereby agree that SoftMax and The Regents (acting through the University of California, San Diego) will work together to file promptly the assignments in Exhibit A with the United States Patent and Trademark Office (the "USPTO") for: (1) the patent application entitled "System and method for speech processing using independent component analysis under stability constraints" that was filed on December 11, 2003 having Application No. PCT/US2003/039593 (the "Stability Constraints Application"), together with all U.S. patents issuing thereon; (2) the patent application entitled "Separation of target acoustic signals in a multi-transducer arrangement" that was filed on or about July 22, 2004 and assigned U.S. Serial No. 10/897,219 (the "Multi-Transducer Arrangement Application"), together with all U.S. patents issuing thereon; and (3) all U.S. patent applications deriving priority from the items in (1) or (2) above, together with all U.S. patents issuing thereon. SoftMax and The Regents acknowledge and agree that each party will have the right to use such claimed inventions in its technology, products and services, and allow others to do the same, without a duty of accounting or obligation to compensate the other party. SoftMax shall maintain all U.S. patents and U.S. patent applications in items (1), (2) or (3) for the joint benefit of SoftMax and The Regents. If at any time SoftMax wishes to discontinue prosecution of any such U.S. patent application, or cease to maintain any such issued U.S. patent, SoftMax shall so notify The Regents not less than thirty (30) days prior to such abandonment and will allow The Regents the opportunity to assume the prosecution and/or maintenance of said patent application(s) and/or patent(s).

SoftMax and The Regents also agree to abandon, and do hereby abandon, in all non-U.S. jurisdictions, all non-U.S. patent applications and patents deriving priority from (a) the Stability Constraints Application, (b) the Multi-Transducer Arrangement Application and/or (c) all patent applications deriving priority from (a) or (b) above (subparts (a), (b) (c) above shall comprise collectively the "Foreign Applications"). Upon and after the execution of this Agreement, SoftMax will take all necessary steps to abandon the Foreign Applications, including not initiating the payment of filing or maintenance fees therefor, discontinuing prosecution work therefor, and/or notifying and/or confirming with applicable foreign governmental bodies that such Foreign Applications have been abandoned. The Regents will take no steps to oppose these efforts. Also, neither SoftMax nor the Regents shall take any steps or actions in the future to revive or apply for any Foreign Applications. Also, it is understood that the foregoing obligations shall act as an encumbrance on the inventions, patents and patent applications described herein, and shall apply to any purchaser, assignee or transferee in connection with any future sale, assignment or transfer by a party hereto or any successors or assigns of title or any

ownership rights in, or grant of any exclusive rights under, any of such inventions, patents and patent applications. As a condition to any future sale, assignment or transfer, or grant of any exclusive rights, any purchaser, assignee or transferee of title or any ownership rights in, or licensee of any exclusive rights under, any of the foregoing inventions, patents and/or patent applications shall be bound to these obligations as if named in the place and stead of such party.

The Regents (to the knowledge of the Technology Transfer Office at UCSD, the duly authorized office for administration of The Regents rights in the foregoing inventions, patents and patent applications) and SoftMax represent to each other that, on and prior to the execution of this Agreement, neither party has sold, assigned or transferred title or ownership rights in, or granted any exclusive rights under, any of the foregoing inventions, patents or patent applications to any third party (with exception of the now terminated license between Softmax and The Regents, UCSD Agreement #2006-03-0575). The Regents represents to SoftMax that on and prior to the execution of this Agreement, The Regents has not applied for any Foreign Applications. This Agreement constitutes the complete and entire understanding and agreement, and supersedes all prior and contemporaneous understandings and agreements (whether in written or oral form), by and between SoftMax and The Regents regarding its subject matter.

IN WITNESS WHEREOF, this instrument has been signed by The Regents and SoftMax through their duly authorized representatives.

The Regents of the University of California

SoftMax, Inc.

By: 

By: 

Printed Name: Jane C. Moore

Printed Name: Sandip Mishra

Title: Asst. Vice Chancellor
Technology Transfer

Title: VP, Patent Counsel

Date: 1-25-2010

Date: 12/08/09