

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT						
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee Name previously recorded on Reel 012706 Frame 0400. Assignor(s) hereby confirms the Assignment.						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JAMES P. LESTER</td> <td>02/11/2002</td> </tr> <tr> <td>ALEXANDER J. KIRK</td> <td>02/11/2002</td> </tr> </tbody> </table>		Name	Execution Date	JAMES P. LESTER	02/11/2002	ALEXANDER J. KIRK	02/11/2002
Name	Execution Date						
JAMES P. LESTER	02/11/2002						
ALEXANDER J. KIRK	02/11/2002						
RECEIVING PARTY DATA							
Name:	LISTEN.COM, INC.						
Street Address:	2601 Elliott Avenue, Suite 1000						
City:	Seattle						
State/Country:	WASHINGTON						
Postal Code:	98121						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7689705</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7689705		
Property Type	Number						
Patent Number:	7689705						
CORRESPONDENCE DATA							
Fax Number:	(206)217-2201						
Phone:	2062172200						
Email:	patents@aeonlaw.com						
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>							
Correspondent Name:	Adam L.K. Philipp						
Address Line 1:	1218 3rd Avenue, Suite 2100						
Address Line 4:	Seattle, WASHINGTON 98101						
ATTORNEY DOCKET NUMBER:	RN118 CORRECTIVE						
NAME OF SUBMITTER:	Kyle H. Flindt						
Total Attachments: 3 source=Original RN118#page1.tif source=10021752#page1.tif source=10021752#page2.tif							

OP \$40.00 7689705



MAY 20, 2002

ROBERT A. HULSE, ESQ.
TWO PALO ALTO SQUARE
FENWICK & WEST LLP
PALO ALTO, CA 94306

BTAS
Fenwick & West

MAY 29 2002

Received

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/11/2002

REEL/FRAME: 012706/0400
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LESTER, JAMES P.

DOC DATE: 02/11/2002

ASSIGNOR:

KIRK, ALEXANDER J.

DOC DATE: 02/11/2002

ASSIGNEE:

LISTEN.COM
2012 16TH STREET
SAN FRANCISCO, CALIFORNIA 94103

SERIAL NUMBER: 10021752

FILING DATE: 10/29/2001

PATENT NUMBER:

ISSUE DATE:

THERESA FREDERICK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENT
REEL: 027838 FRAME: 0895

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **LISTEN.COM** a California corporation, having a place of business at **2012 16TH Street, San Francisco, CA 94103** ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled Interactive Delivery of Media Using Dynamic Playlist Generation Subject to Restrictive Criteria ("APPLICATION"), which:

- is to be filed herewith
 was filed on October 29, 2001,
 now bearing U.S. application number 10/021,752; and

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
 (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: ASSIGNMENT

Re: James P. Lester et al.

Title: Interactive Delivery of Media Using Dynamic Playlist Generation Subject to Restrictive Criteria

Filed: October 29, 2001

Application No.: 10/021,752

Name and Signature

Date of Signature

Date Declaration Executed By This Person

[Signature]
James P. Lester

2/11, 2002

2/11, 2002

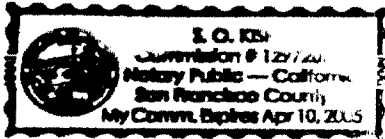
State of California } S.S.
County of SAN FRANCISCO

On 2-11-02 before me, S.O. Kish personally
[DATE] [NOTARY PUBLIC]

appeared James P. Lester personally known to me or proved to me on the basis of satisfactory evidence to
[INVENTOR]

be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal



[Signature]
Notary

Name and Signature

Date of Signature

Date Declaration Executed By This Person

[Signature]
Alexander J. Kirk

2/11, 2002

2/11, 2002

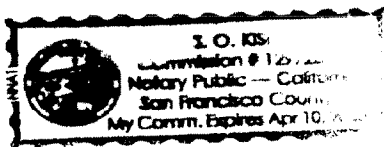
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Notary Seal



[Signature]
Notary

21685/06159/SF/5060574.1