

PATENT ASSIGNMENT

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| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| James David Johnston | 12/29/2008 |
| RECEIVING PARTY DATA | |
| Name: | DTS Washington LLC |
| Street Address: | 5220 Las Virgenes Road |
| City: | Calabasas |
| State/Country: | CALIFORNIA |
| Postal Code: | 91302 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13021922 |
| CORRESPONDENCE DATA | |
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| Correspondent Name: | DTS, Inc./Attention: Cody Dobson |
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| Address Line 4: | Calabasas, CALIFORNIA 91302 |
| ATTORNEY DOCKET NUMBER: | 0098US/262-13-957 |
| NAME OF SUBMITTER: | Gaurav Mohindra |
| Total Attachments: 5 source=Assignment Johnston#page1.tif source=Assignment Johnston#page2.tif source=Assignment Johnston#page3.tif source=Assignment Johnston#page4.tif source=Assignment Johnston#page5.tif | |

CH \$40.00 13021922

Exhibit A



PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This Proprietary Information and Inventions Agreement (the "Agreement") confirms the understanding between me and DTS Washington LLC., a Delaware limited liability company (hereinafter referred to as "the Company"), and is a material part of the consideration for my employment by the Company:

1. I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is data or information that was developed, created, or discovered, acquired by or for the Company, or which became known by, or was conveyed to the Company. "Proprietary Information" includes, but is not limited to, concepts, processes, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other data or information of any type relating to audio and digital technologies, circuits, silicon chip technology, firmware, computer programs, computer code, software source documents, software design and architecture, computer and electronic hardware, testing procedures, hardware and product requirements and specifications, devices, designs, configurations, documentation, analog and digitally recorded and stored data, schematics, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, including patents and patent applications, business plans, past or future financing, marketing, forecasts, pricing, customers, salaries, duties, qualifications, performance levels, and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations generally. "Proprietary Information" shall not include the amount of my wages or salary. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information and that the Company is relying on the fulfillment of my obligations hereunder by disclosing and providing me with access to Proprietary Information.
2. I understand that the Company possesses and will possess "Company Materials" which are critical to its ongoing and future business. For purposes of this Agreement, "Company Materials" are documents or other media that contain or embody Proprietary Information or any other data or information concerning the ongoing or future business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.
3. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:
 - a. All Proprietary Information and all patents, copyrights and other rights in connection therewith shall be and remain the sole property of the Company. I hereby irrevocably and unconditionally assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating

to it without the prior written consent of an officer of the Company in each instance, except as may be necessary in the ordinary course of performing my duties with the Company.

- b. I agree to make, keep and maintain adequate and current written records, in a form specified by the Company, of all inventions, discoveries, trade secrets, and works of authorship assigned or to be assigned pursuant to this Agreement. All Company Materials shall be and remain the sole property of the Company. I agree that during my employment by the Company, I will not remove or electronically transmit, or cause to be removed or transmitted, any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason or no reason, or during my employment if so requested by the Company, I will return all Company Materials, apparatus, equipment, and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.
- c. I will promptly disclose in writing to my immediate supervisor, with a copy to the President of the Company, or to any persons designated by the Company, all "Inventions," which include all improvements, inventions, discoveries, concepts, ideas, works of authorship, mask works, computer programs, formulae, ideas, processes, techniques, know-how, and data, whether or not patentable, made or conceived, or reduced to practice or developed by or for me, either alone or jointly with others, during the term of my employment (whether prior to or following the execution of this Agreement). I will also disclose to the President of the Company all things that would be Inventions if made during the term of my employment, conceived, reduced to practice, or developed by or for me within six (6) months of the termination of my employment with the Company. Such disclosures shall be received by the Company in confidence and do not extend the assignment made in Section (d) below. I will not disclose Inventions to any person outside the Company unless I am expressly requested to do so by an executive officer of the Company.
- d. I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment (whether prior to, on the date of execution or following the execution of this Agreement) shall be the sole property of the Company to the maximum extent permitted by applicable law. In compliance with the Revised Code of Washington Section 49.44.140, (a copy of which is attached hereto in its entirety as Exhibit A), this Agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on an employee's own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the Company. The Company shall be the sole owner of all patents, copyrights and other intellectual property or other rights in connection therewith. I further acknowledge and agree that any copyrights in any Inventions, Proprietary Information and Company Materials, including in any computer programs, programming documentation, and other works of authorship, shall be "works made for hire" under the U.S. Copyright Act, as amended to the extent eligible; and, otherwise, I hereby unconditionally and irrevocably assign to the Company any rights I have or may acquire at any time in the future in such Inventions, Proprietary Information and Company Materials.
- e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in preparing, obtaining and

enforcing patents, copyrights or other rights on such Inventions and improvements in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any applications or related findings and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by me.

- f. Any assignment of copyright hereunder includes all rights of attribution, paternity, integrity, disclosure and withdrawal and any other rights that may be known or referred to as "moral rights" under applicable law (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is permitted by the laws in those countries where Moral Rights are recognized, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm such waiver and consent from time to time as requested by the Company. To the extent such waiver and consent is inoperable as a matter of law or violates applicable law, I hereby agree not to bring any action or claim against the Company arising from or relating to such Moral Rights.
- g. During the term of my employment and for one (1) year thereafter, I will not, directly or indirectly, alone or with others, encourage or solicit any employee or consultant of the Company to leave the Company, to reduce his or her work for the Company or to perform work for any other person or entity, for any reason. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.
- h. I have attached as Exhibit B a complete list of all Inventions or improvements to which I claim ownership and that I desire to remove from the purview of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent and covenant that I have no such Inventions and improvements at the time of signing this Agreement.
- i. Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company or the Company's business or anticipated research, I agree to deliver a copy of such material to the General Counsel of the Company for his or her prior written approval, and I agree not to disclose such materials without the General Counsel's prior written approval in each instance. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.
- j. I agree that during my employment with the Company, I will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company, and I will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this paragraph shall apply both during normal working hours and at all other times including, but not limited to, nights, weekends, and vacation time, while I am employed by the Company.
- k. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any

confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.

4. I agree that in addition to any other rights and remedies available to the Company for any breach by me of my obligations under this Agreement, the Company shall be entitled to enforcement of my obligations hereunder by injunction.
5. I acknowledge that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason or no reason, with or without cause. My employment by the Company is and will at all times remain "at will." I understand that this means that the employment relationship may be terminated by me or by the Company at any time, with or without cause or advance notice. The at-will nature of my employment by the Company may only be changed by a writing signed by me and by the President of the Company.
6. I acknowledge and understand that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.
7. I agree that my obligations under this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination or whether such termination is voluntary or involuntary on my part. I acknowledge that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.
8. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.
9. This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executor, assigns, and administrators, and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.
10. This Agreement can only be modified by a subsequent written agreement executed by an officer of the Company.
11. I understand and agree that this Agreement shall be governed, interpreted and enforced in all respects in accordance with the laws of the State of Washington, without reference to its conflicts of laws rules. Any proceeding related to this Agreement shall be commenced or maintained only in the courts in State of Washington, and the parties hereto hereby irrevocably submit to the jurisdiction of any state or federal court sitting in State of Washington, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement, and hereby waive any objection to venue in any such court and any claim that such forum is an inconvenient forum. If litigation or any other legal proceeding is commenced by any of the parties hereto to enforce or interpret any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover reasonable costs and attorneys' fees at mediation, arbitration, trial, on appeal, and on any petition for review.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

James David Johnston
Employee Name (Please Print)

[Signature]
Employee Signature

12/29/2008
Date

DTS WASHINGTON LLC

By: [Signature]
President & Chief Executive Officer

December 30, 2008
Date