

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2656758

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JERRY MAHABUB</td> <td>10/23/2013</td> </tr> <tr> <td>STEPHAN M. BERNSEE</td> <td>07/26/2013</td> </tr> <tr> <td>GARY SMITH</td> <td>06/30/2013</td> </tr> </tbody> </table>		Name	Execution Date	JERRY MAHABUB	10/23/2013	STEPHAN M. BERNSEE	07/26/2013	GARY SMITH	06/30/2013		
Name	Execution Date										
JERRY MAHABUB	10/23/2013										
STEPHAN M. BERNSEE	07/26/2013										
GARY SMITH	06/30/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>GENAUDIO, INC.</td> </tr> <tr> <td>Street Address:</td> <td>8200 S. QUEBEC STREET, SUITE A3250</td> </tr> <tr> <td>City:</td> <td>CENTENNIAL</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80112</td> </tr> </table>		Name:	GENAUDIO, INC.	Street Address:	8200 S. QUEBEC STREET, SUITE A3250	City:	CENTENNIAL	State/Country:	COLORADO	Postal Code:	80112
Name:	GENAUDIO, INC.										
Street Address:	8200 S. QUEBEC STREET, SUITE A3250										
City:	CENTENNIAL										
State/Country:	COLORADO										
Postal Code:	80112										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13975915</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13975915						
Property Type	Number										
Application Number:	13975915										
CORRESPONDENCE DATA											
Fax Number:	(303)629-3450										
Phone:	303.629.3400										
Email:	docketing-dv@dorsey.com										
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
Correspondent Name:	KIMBERLY C. CROFT FBO LEE R. OSMAN										
Address Line 1:	DORSEY AND WHITNEY LLP										
Address Line 2:	1400 WEWATTA STREET, SUITE 400										
Address Line 4:	DENVER, COLORADO 80202										
ATTORNEY DOCKET NUMBER:	P190812.US.03										
NAME OF SUBMITTER:	KIMBERLY C. CROFT FBO LEE R. OSMAN										
Signature:	/Kimberly C. Croft FBO Lee R. Osman/										

Date:

12/20/2013

**Total Attachments: 13**

source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page1.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page2.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page3.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page4.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page5.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page6.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page7.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page8.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page9.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page10.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page11.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page12.tif  
source=P190812\_US\_02\_ASSIGNMENT\_from\_parent#page13.tif

ASSIGNMENT

WHEREAS, we, Jerry Mahabub, residing at 4646 Ponderosa Trail, Littleton, Colorado 80125, Stephan M. Bernsee, residing at Holzstr. 17, 55116 Mainz, Rhineland, Germany, and Gary Smith, residing at 1150 North Tabor Drive, Castle Rock, Colorado 80104 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a provisional patent application titled "Audio Spatialization and Environment Simulation," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 61/106,872, filed on October 20, 2008, with attorney docket no. 190812/US and a utility application for Letters Patent in the United States ("U.S."), titled "Audio Spatialization and Environment Simulation," which can be identified in the USPTO by Application No. 12/582,449, filed on October 20, 2009 (the "Provisional and Utility Application") with attorney docket no. 190812/US/2; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Provisional and Utility Applications, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, GenAudio, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 8200 S. Quebec Street, Suite A3250, Centennial, Colorado 80112 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and

in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Provisional and Utility Applications and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: October 23, 2013

By: 

Jerry Mahabub

#### ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

GenAudio, Inc.

Date: October 23, 2013

By: 

Name: Jerry Mahabub

Title: CEO

ASSIGNMENT

WHEREAS, we, Jerry Mahabub, residing at 4646 Ponderosa Trail, Littleton, Colorado 80125, Stephan M. Bernsee, residing at Holzstr. 17, 55116 Mainz, Rhineland, Germany, and Gary Smith, residing at 1150 North Tabor Drive, Castle Rock, Colorado 80104 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a provisional patent application titled "Audio Spatialization and Environment Simulation," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 61/106,872, filed on October 20, 2008, with attorney docket no. 190812/US and a utility application for Letters Patent in the United States ("U.S."), titled "Audio Spatialization and Environment Simulation," which can be identified in the USPTO by Application No. 12/582,449, filed on October 20, 2009 (the "Provisional and Utility Application") with attorney docket no. 190812/US/2; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Provisional and Utility Applications, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, GenAudio, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 8200 S. Quebec Street, Suite A3250, Centennial, Colorado 80112 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and

in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Provisional and Utility Applications and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Mahabub

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared Jerry Mahabub who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \_\_\_\_\_

By:   
Stephan M. Bernsee

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared Stephan M. Bernsee who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Smith

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared Gary Smith who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

GenAudio, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, the above-mentioned representative of the Assignee, GenAudio, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## Unterschriftsbeglaubigung

Vorstehende Unterschrift hat heute vor mir als eigenhändig vollzogen anerkannt

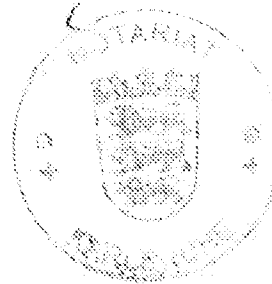
Herr Stephan Michael Bernsee geb. Sprenger, geb. am 06.01.1971, Holzstr. 17, 55116  
Mainz - ausgewiesen durch Personalausweis -

Die Echtheit der Unterschrift wird hiermit öffentlich beglaubigt.

Karlsruhe, 26.07.2013  
Notariat 4 Karlsruhe

Justizrat

(Röckert), Notar



4 UR 6255 / 2013

§§ KostO	Gegenstand	Geschäftswert	Betrag
§§ 32, 45 I, 141 KostO	Unterschriftsbeglaubigung	1.000,00 €	10,00 €
	Wert/Kostenvorschr.: §§ 18-32, 33-35, 39-41c, 44 KostO	0,00 €	0,00 €
	Umsatzsteuer 19,00% aus	10,00 €	1,90 €
Summe:			<u>11,90 €</u>
Rechnungs-Nr.	212726		



ASSIGNMENT

WHEREAS, we, Jerry Mahabub, residing at 4646 Ponderosa Trail, Littleton, Colorado 80125, Stephan M. Bernsee, residing at Holzstr. 17, 55116 Mainz, Rhineland, Germany, and Gary Smith, residing at 1150 North Tabor Drive, Castle Rock, Colorado 80104 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a provisional patent application titled "Audio Spatialization and Environment Simulation," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 61/106,872, filed on October 20, 2008, with attorney docket no. 190812/US and a utility application for Letters Patent in the United States ("U.S."), titled "Audio Spatialization and Environment Simulation," which can be identified in the USPTO by Application No. 12/582,449, filed on October 20, 2009 (the "Provisional and Utility Application") with attorney docket no.190812/US/2; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Provisional and Utility Applications, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, GenAudio, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 8200 S. Quebec Street, Suite A3250, Centennial, Colorado 80112 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and

in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Provisional and Utility Applications and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Mahabub

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared Jerry Mahabub who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Stephan M. Bernsee

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared Stephan M. Bernsee who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

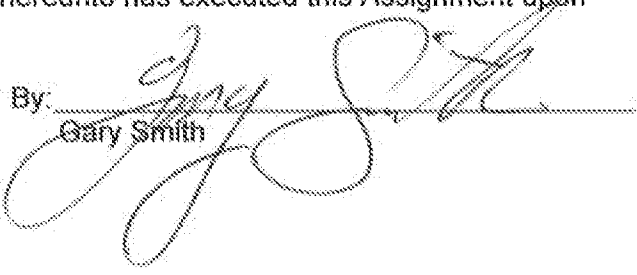
(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

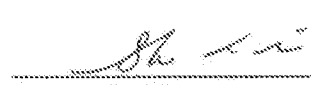
Date: 30 June 2013

By:   
Gary Smith

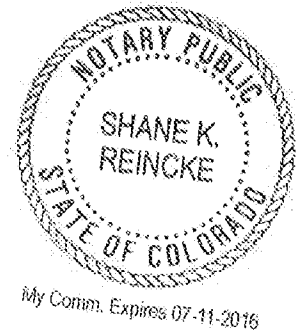
STATE OF Colorado )  
COUNTY OF Douglas ) ss.

On this 30<sup>th</sup> day of June, 2013, before me a Notary Public in and for said county, personally appeared Gary Smith who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

  
Notary Public

My commission expires: 7-11-2016



ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

GenAudio, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, the above-mentioned representative of the Assignee, GenAudio, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(S E A L)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_