

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3545050

|   |                                     |
|---|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                          |
| <b>CONVEYING PARTY DATA</b>   |                                     |
|   |                                     |
| <b>Name</b>   | <b>Execution Date</b>               |
| MATTHEW T. JARMAN   | 10/01/2004                          |
| WILLIAM S. MEISEL   | 09/24/2004                          |
| <b>RECEIVING PARTY DATA</b>   |                                     |
| <b>Name:</b>  | CLEARPLAY, INC.                     |
| <b>Street Address:</b>  | 5284 S. COMMERCE DRIVE, SUITE C-134 |
| <b>City:</b>  | SALT LAKE CITY                      |
| <b>State/Country:</b>   | UTAH                                |
| <b>Postal Code:</b>   | 84107                               |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                     |
|   |                                     |
| <b>Property Type</b>  | <b>Number</b>                       |
| <b>Application Number:</b>  | 14738269                            |
| <b>CORRESPONDENCE DATA</b>  |                                     |
| <b>Fax Number:</b>  | (816)753-1536                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                                     |
| <b>Email:</b>   | uspt@polsinelli.com                 |
| <b>Correspondent Name:</b>  | GREGORY P. DURBIN                   |
| <b>Address Line 1:</b>  | 900 WEST 48TH PLACE, SUITE 900      |
| <b>Address Line 4:</b>  | KANSAS CITY, MISSOURI 64112-1895    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 063148-415098(2)                    |
| <b>NAME OF SUBMITTER:</b>   | KRISTINE GOODMAN                    |
| <b>SIGNATURE:</b>   | /Kristine Goodman/                  |
| <b>DATE SIGNED:</b>   | 09/28/2015                          |
| <b>Total Attachments: 6</b>   |                                     |
| source=Assignment#page1.tif   |                                     |
| source=Assignment#page2.tif   |                                     |
| source=Assignment#page3.tif   |                                     |
| source=Assignment#page4.tif   |                                     |
| source=Assignment#page5.tif   |                                     |
| source=Assignment#page6.tif   |                                     |

**ASSIGNMENT**

WHEREAS, I Matthew T. Jarman, residing at 3830 South 300 West, Salt Lake City, Utah 84109, (hereinafter the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "METHOD AND APPARATUS FOR CONTROLLING PLAY OF AN AUDIO SIGNAL," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 10/927,769, filed on August 26, 2004 (the "Utility Application") with attorney docket no. 34667/US/2, and PCT Application No. PCT/US04/027882, titled "METHOD AND APPARATUS FOR CONTROLLING PLAY OF AN AUDIO SIGNAL," filed on August 26, 2004, with attorney docket no. 34667/PCT (the "Foreign Application"); and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application and said Foreign Application, and any 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 in and to any and all priority rights or priority claims, International Convention rights, and other benefits accruing to or to accrue to me 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, ClearPlay, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 2385 South 300 West, Salt Lake City, Utah 84115 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention, 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 me in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and set over 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, Patent Rights, 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 Utility Application and Foreign Applications and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number of the Utility Application and Foreign Applications once known.

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

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

By: Matthew Jarman  
Matthew T. Jarman

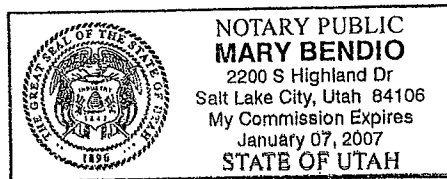
Dated: Oct 1, 2004

Before me, a Notary Public in and for said County and State, personally appeared Matthew T. Jarman, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 1 day of Oct., 2004.

Mary Bendio  
Notary Public

My Commission Expires: 1-7-07



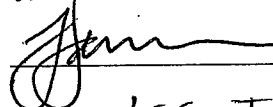
ACCEPTANCE OF ASSIGNMENT

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.

ClearPlay, Inc.

By:

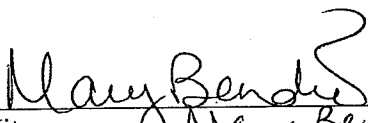


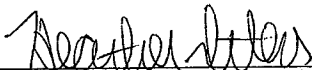
Name: LEE JARMAN

Title: CEO

Dated: 10/1/2004

Place: SLL, UT

  
Witness: Mary Bendio  
Name

  
Witness: Heather DeLore  
Name

**ASSIGNMENT**

WHEREAS, I William S. Meisel, residing at 18740 Paseo Nuevo Drive, Tarzana, California 91356, (hereinafter the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "METHOD AND APPARATUS FOR CONTROLLING PLAY OF AN AUDIO SIGNAL," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 10/927,769, filed on August 26, 2004 (the "Utility Application") with attorney docket no. 34667/US/2, and PCT Application No. PCT/US04/027882, titled "METHOD AND APPARATUS FOR CONTROLLING PLAY OF AN AUDIO SIGNAL," filed on August 26, 2004, with attorney docket no. 34667/PCT (the "Foreign Application"); and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application and said Foreign Application, and any 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 in and to any and all priority rights or priority claims, International Convention rights, and other benefits accruing to or to accrue to me 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, ClearPlay, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 2385 South 300 West, Salt Lake City, Utah 84115 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention, the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the consideration set forth in the Consulting Agreement between Assignee and Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and set over 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, Patent Rights, 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 Utility Application and Foreign Applications and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number of the Utility Application and Foreign Applications once known.

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

STATE OF California  
COUNTY OF Los Angeles

By: William S. Meisel  
William S. Meisel

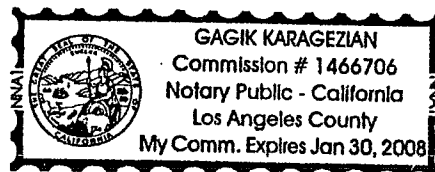
Dated: Sept. 24, 2004

Before me, a Notary Public in and for said County and State, personally appeared William S. Meisel, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 24 day of September, 2004.

Gagik Karagezian  
Notary Public

My Commission Expires: Jan 30, 2008

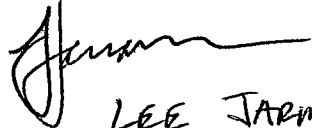


ACCEPTANCE OF ASSIGNMENT

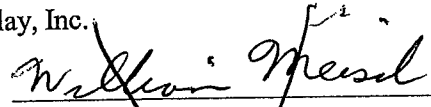
The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

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

ClearPlay, Inc.

  
LEE JARMAN  
CFO

By:

  
\_\_\_\_\_

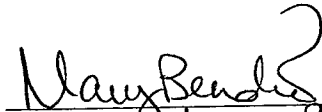
Name: WILLIAM MEISEL  
Title: PRESIDENT, TMA ASSO.

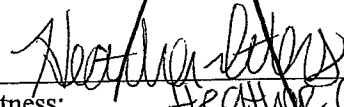
10/1/2004

Dated: SEPTEMBER 24, 2004

SALT LAKE CITY, UT

Place: TARZANA, CALIF.

  
\_\_\_\_\_  
Witness: Mary Bendio  
Name

  
\_\_\_\_\_  
Witness: Heather DeJers  
Name