

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5566333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WARNER MUSIC GROUP, INC.	02/26/2004
RECEIVING PARTY DATA	
Name:	TIME WARNER INC.
Street Address:	ONE TIME WARNER CENTER
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13338520
Patent Number:	8166093
CORRESPONDENCE DATA	
Fax Number:	(212)684-3999
<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>	
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Email:	spiperno@grr.com
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Address Line 2:	270 MADISON AVE FL 8
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ATTORNEY DOCKET NUMBER:	3054-092
NAME OF SUBMITTER:	MITCHELL S. FELLER
SIGNATURE:	/Mitchell S. Feller, Reg. No. 42,530/
DATE SIGNED:	06/11/2019
Total Attachments: 17	
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PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment, dated as of February 26, 2004 (the "Agreement"), is by and between Time Warner Inc., a Delaware corporation, (hereinafter "TW") and Warner Music Group, Inc., a Delaware corporation, (hereinafter "WMG or "Assignor").

WHEREAS, pursuant to the Purchase Agreement (the "Purchase Agreement") dated as of November 24, 2003 between TW and WMG Acquisition Corp, TW has agreed to cause the Excluded Assets to be transferred to TW or an Affiliate of TW (other than any Acquired Company);

WHEREAS, pursuant to the Bill of Sale dated October 22, 2003, certain patent cross licenses and patent rights owned or controlled by WEA Manufacturing Inc., a Delaware corporation, Ivy Hill Corporation, a Delaware corporation, Warner Music Manufacturing Europe GmbH, a German limited liability company, Warner Music GM Merchandising Inc., a Delaware corporation, and Giant Merchandising, a California general partnership (collectively "Former WEA Rights"), were transferred and assigned to WMG; and

WHEREAS, pursuant to Section 6.09 of the Purchase Agreement Seller is to cause all Excluded Assets, including certain patent rights (including Former WEA Rights) that remain in the Acquired Companies to be transferred to Seller or a Subsidiary of Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Purchase Agreement.
 - (a) "Assigned Patent Rights" shall mean all the rights, title and interest (if any) of any Acquired Company to or in any invention, patent application or patent (including all reissues, reexaminations, divisions, continuations and extensions thereof) owned or controlled by such Acquired Company as of the date of this Agreement, including those listed on attached Exhibits A and B, and (b) any patent licenses, including the benefits of any patent cross-licenses.
2. Assignor does hereby assign, convey, transfer and deliver to TW, and its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement and collect damages therefor, to and in the Assigned Patent Rights.

3. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity other than TW and its successors and assigns (including, without limitation, any wholly-owned subsidiary of TW to which any portion of the Assigned Patent Rights is transferred after the effectiveness of this Agreement) any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of TW and its successors and assigns.

4. Assignor agrees that upon request it will, at TW's expense but for no additional consideration, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient (as determined in TW's reasonable discretion) for vesting title to the Assigned Patent Rights in TW, its successors, assigns and legal representatives or nominees in any and all countries, jurisdictions and political entities of the world. Assignor hereby appoints TW and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Furthermore, Assignor agrees that, subject to the terms and conditions of the Purchase Agreement (which shall govern in case of conflicting terms), upon request it will, at TW's expense but for no additional consideration, cooperate fully with TW in the protection and enforcement of the Assigned Patent Rights, including but not limited to, cooperating fully with TW in connection with any claims or suits brought by or against TW relating to the Assigned Patent Rights.

5. TW, its successors and assigns, shall not assert any claim of infringement of the Assigned Patent Rights against any Acquired Company or any of their respective employees, officers, directors, agents, or representatives (or, for use and sell rights only, against any customer or distributor of any Acquired Company), for any conduct of the Warner Music Publishing Business and/or the Warner Recorded Music Business as each is currently conducted as of the Closing Date and as each may be conducted in the future with regard to any future mode, media, technique or form of published music or recorded music. This covenant not to sue shall not be transferred or assigned by any Acquired Company without the prior written consent of TW, except to the successor in interest of all or substantially all of the assets or equity of such Acquired Company (whether by sale of stock or assets, or by a corporate merger), provided such successor shall, without delay, accept in their entirety the provisions of this Section 5 and agree to become, in all respects, bound thereby.

6. TW acknowledges that the Assigned Patent Rights are hereby assigned on an "as is" basis as of the date hereof, and that Assignor and its Affiliates hereby disclaim all representations and warranties, either express or implied, regarding

the Assigned Patent Rights, including any warranty (if any) of ownership, title, non-infringement, value, validity, merchantability or fitness for use.

7. This Agreement shall be binding upon Assignor and its successors and assigns for the uses and purposes set forth and referred to herein, effective as of the date hereof.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof; provided, however, that the laws of the respective jurisdictions of incorporation of each of the parties hereto shall govern the relative rights, obligations, powers, duties and other internal affairs of such party and its board of directors.

9. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by one of its duly authorized officers as of the date first written above.

Time Warner Inc.

By: Douglas S. Phillips
Name: Douglas S. Phillips
Title: Vice President

Warner Music Group Inc.

By: Paul Robinson
Name: Paul Robinson
Title: Sr. Vice President

State of New York)
County of New York) ss:

On the 26th day of February, 2004, before me came Douglas Phillips, to me know, who, being by me duly sworn, did depose and say that he/she is Vice President of Time Warner Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the general partners of said corporation and that he/she signed his/her name thereto by like authority.

Emilie Crea
Notary Public

EMILIE CREA
Notary Public, State of New York
No. 01CR-4805518
Qualified in Nassau County
Certificate on File in New York County
Commission Expires April 30, 2006

State of New York)
)
 County of New York) ss:

On the 26th day of February, 2004, before me came Paul Robinson, to me known, who, being by me duly sworn, did depose and say that he/she is Sr. Vice President of Warner Music Group Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the members of said corporation and that he/she signed his/her name thereto by like authority.

Emilie Crea
 Notary Public

EMILIE CREA
 Notary Public, State of New York
 No. 01CR-4805518
 Qualified in Nassau County
 Certificate on File in New York County
 Commission Expires April 30, 2006

Title	FilingDate	IssueDate	PatentNo/Serial No.
METHOD OF TESTING THE QUALITY OF AUDIO AND VIDEO RECORDINGS	6/22/1998	5/1/1999	5,903,701
DIGITAL CONTROL FOR HEADPHONES	5/29/1998		
DUAL RATE ENCODING SCHEME AND APPARATUS USING THE SAME	1/12/2000	3/6/2001	6,198,414
DVD-LIKE RECORDING MEDIA FOR AUDIO INFORMATION	5/5/1997		
EARPHONE WITH IMPROVED LOW FREQUENCY PERFORMANCE	5/12/1998		60/045,598
FLASH MEMORY CARD ADAPTOR FOR STEREO SYSTEM	6/30/1997	6/5/2001	6,243,686
METHOD AND APPARATUS FOR TESTING THE QUALITY OF RECORDED INFORMATION	6/22/1998	5/11/1999	5903701
METHOD AND SYSTEM FOR VERIFYING DERIVATIVE DIGITAL FILES AUTOMATICALLY	5/9/2002		10/142,510
RECORDING AND PLAYBACK CONTROL SYSTEM	5/5/1997		08/850,996
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/4/1998	10/24/2002	749739
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/5/1998		98303490.1

Title	FilingDate	IssueDate	PatentNo/Serial No.
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/6/1998		10-123793
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/4/1998		98-15918
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/4/1998		71786
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/6/1998		10-23795
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	4/9/1999		99101437.1.
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	4/24/1998	10/26/1999	6,298,025
RECORDING AND PLAYBACK OF MULTI-CHANNEL DIGITAL AUDIO HAVING DIFFERENT RESOLUTIONS FOR DIFFERENT CHANNELS	5/5/1997		08/850,996.
REMOTE CONTROL SYSTEM FOR AUDIO AND VIDEO CONTENT	8/25/1999	7/8/2003	6594420
SOFTWARE CODECS	8/28/2000		
SOFTWARE CODECS	4/28/2000		
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	5/5/1997		6,173,022
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	4/24/1998	1/9/2001	6,173,022

Title	FilingDate	IssueDate	PatentNo/Serial No.
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	5/4/1998	7/12/2001	731308
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	5/5/1998	3/12/2003	877370
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	4/9/1999		99101438
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	5/6/1998		10-123794
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	5/4/1998		98-15919
SYNCHRONIZING AUDIO SIGNAL SAMPLES TAKEN AT DIFFERENT SAMPLING RATES	5/4/1998	1/31/2002	71113
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	5/4/1998	1/24/2002	75840
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	4/9/1999		99101437.1
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	5/4/1998		749726
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	5/6/1998		10-123795
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	5/4/1998	5/29/2002	63799/98
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	5/5/1998		877371

Title	FilingDate	IssueDate	PatentNo/Serial No.
USING DIFFERENT SAMPLING RATES TO RECORD MULTI-CHANNEL DIGITAL AUDIO ON A RECORDING MEDIUM AND PLAYING BACK SUCH DIGITAL AUDIO	4/24/1998	4/10/2001	6215737
VIDEO SUBTITLING FACILITY			
VIDEO SYSTEM WITH DISPLAY OF INTERNET ADDRESS			

wmg Invention Disclosure Title			Inventor
P2P Flash Mobs			Laird P.
Home Network Multimedia Content Guide			Howie S., Meeka B, Laird P., Andy B.
Ad-Hoc Peer-to-Peer Anonymous Content Exchange			Howie S., Meeka B, Laird P., Andy B.

Title	FilingDate	IssueDate	PatentNo/Serial No.

EXHIBIT B
FORMERLY WEAVY HILL PATENTS

Title	FilingDate	IssueDate	PatentNo/Serial No.
COMPACT DISC COUNTER ARRANGED TO MINIMIZE COUNTING ERRORS	4/23/93	05/24/94	5315107
METHOD AND APPARATUS FOR COMBINING CD-ROM DATA AND DIGITAL AUDIO ON A SINGLE DISC	8/9/94	02/11/97	5602815
TWO-SIDED, LIGHT-READABLE INFORMATION RECORDING DISC STACKS AND METHODS OF MAKING SAME	12/27/95	03/17/98	5729533
HOLOGRAPHIC SECURITY SYSTEM FOR OPTICAL DISCS	9/5/96	04/07/98	5737298
METHODS FOR PROVIDING GENERIC AND SPECIFIC ARTWORK ON PLASTIC INFORMATION DISCS	3/13/97	06/16/98	5766495
PLAYABLE OPTICAL PICTURE DISC	2/28/97	08/11/98	5792538
FOCUSING METHOD FOR OPTICAL MEDIA	5/24/96	09/22/98	5811789
METHODS FOR BONDING ASYMMETRICALLY STRUCTURED OPTICAL DISCS	10/6/97	05/04/99	5900098
PRESTRESSED BONDING SYSTEM FOR DOUBLE SIDED COMPACT DISCS	9/5/96	08/03/99	5932051
PROCESS FOR MANUFACTURING A COMPACT DISC USING A CURING REGULATING FILTER	2/28/97	08/03/99	5932058
COMPACT DISC TACK CURING ASSEMBLY LINE	6/19/97	08/03/99	5932042
OPTICAL DISK INSPECTION EQUALIZATION SYSTEM AND METHOD	8/28/97	08/17/99	5940174

EXHIBIT B
FORMERLY WEAVIVY HILL PATENTS

Title	FilingDate	IssueDate	PatentNo/Serial No.
RECORDING MEDIUM AND METHOD FOR CREATING SAME	10/30/97	09/07/99	5949752
METHODS FOR PROVIDING ARTWORK ON PLASTIC INFORMATION DISCS	9/18/96	09/28/99	5958651
LIGHT-READABLE RECORDING DISC UTILIZING HALF-WAVELENGTH PITS OR BUMPS AND SYSTEM FOR READING SUCH DISCS	9/12/95	11/30/99	5995481
ETCHED MOLD SURFACE FOR USE IN MAKING LIGHT-READABLE DISCS	2/12/98	12/07/99	5997976
DUAL LAYER DVD DISC AND METHOD AND APPARATUS FOR MAKING SAME	5/19/99	09/12/00	6117284
INFORMATION BEARING DISCS AND METHODS OF PREPARATION	9/3/98	09/26/00	6124011
MULTI-SURFACED SINGLE SIDED OPTICAL DISC	1/10/97	12/12/00	6160787
KEY-BASED PROTECTION METHOD FOR LIGHT-READABLE DISCS	3/4/98	12/12/00	6161179
TAMPER-EVIDENT PACKAGING, METHOD OF MAKING SAME AND INTERMEDIATE THEREIN	6/14/89	11/27/90	4972953
COMPACT DISK STORAGE PACK	1/8/92	02/23/93	5186230
COMPACT DISC HOLDER AND PACKAGE THEREFOR	5/10/91	04/27/93	5205405
COMPACT DISC STORAGE PACKAGE	12/12/91	06/15/93	5219417
STORAGE PACKAGE FOR RECORDING MEDIUM	8/30/93	07/26/94	5332089

EXHIBIT B
FORMERLY WEAVY HILL PATENTS

Title	FilingDate	IssueDate	PatentNo/Serial No.
COMPACT DISC JACKET AND BLANK THEREFOR	8/30/93	08/02/94	5333728
IMPROVED CD PACKAGE	3/3/93	11/22/94	5366074
HOLDER/END CAP	12/1/92	12/13/94	5372253
METHOD OF REMOVING STUCK SPRUE	12/21/93	02/21/95	5391332
STORAGE PACKAGE WITH VARIABLE DEPTH COMPARTMENT	5/28/93	06/20/95	5425448
GLUELESS PACKAGE	9/24/93	07/02/96	5531321
SHORT FLIPPER STORAGE PACKAGE	5/25/95	10/08/96	5562207
GLUELESS STORAGE PACKAGE	4/23/96	12/30/97	5701997
SLIDE TRAY PACKAGE FOR RECORDING MEDIUM	1/24/97	01/20/98	5709300
ECOLOGICALLY ACCEPTABLE PACKAGE FOR A RECORDING MEDIUM	7/23/97	10/06/98	5816394
PACKAGE FOR A RECORDING MEDIUM AND METHOD OF ASSEMBLING SAME	7/23/97	10/13/98	5819926
DVD DISC WITH FOUR INFORMATION LAYERS AND METHOD FOR MAKING SAME	6/1/99	01/23/01	6177168 B1
COATING FOR OPTICAL DISCS	2/28/97	10/30/01	6309727

EXHIBIT B
FORMERLY WEAVY HILL PATENTS

Title	FilingDate	IssueDate	PatentNo/Serial No.
IMPROVED METHOD AND APPARATUS FOR MAKING DUAL LAYER DVD DISCS	5/19/99	10/30/01	6309496
INFORMATION-BEARING DISCS AND METHODS OF FABRICATION	2/29/00	03/26/02	6361845
TWO-SIDED GRAPHICAL IMAGE DVDS AND METHODS FOR MAKING SAME	2/2/98	08/27/02	6440248
ENHANCED PIT ART	7/11/96		
DUAL DATA RECORDED COMPACT DISC	8/15/96		
GLASS MASTER SURFACE INSPECTOR	9/5/96		
PRINT REGISTRATION INDEXING DEVICE	9/5/96		
FOIL APPLICATOR	9/5/96		
INJECTION MOLDING OF COMPACT DISCS	9/5/96		
DOUBLE SIDED OPTICAL DISC SURFACE INSPECTOR	9/5/96		
STAMPER FOR TWO LAYERED DISC	9/5/96		
COLOR PRINT SCANNER	9/5/96		
SINGLE SURFACED SUPER-DENSITY OPTICAL DISCS	9/5/96		

EXHIBIT B
FORMERLY WEAVY HILL PATENTS

Title	FilingDate	IssueDate	PatentNo/Serial No.
METHOD FOR BONDING DOUBLE SIDED INFORMATION DISCS	10/11/96		
METHODS FOR BONDING ASYMMETRICALLY STRUCTURED OPTICAL DISCS	10/11/96		
OPTICAL DISK INSPECTION EQUALIZATION SYSTEM	10/16/96		
DATA BLOCK IDENTIFICATION STRUCTURE	1/17/97		
TWO SIDED HYBRID DVD-CD DISC	2/28/97		
DVD-LIKE RECORDING MEDIA FOR AUDIO INFORMATION	5/5/97		
METHOD FOR BONDING DOUBLE SIDED INFORMATION DISCS	10/6/97		
TWO-SIDED, LIGHT-READABLE INFORMATION RECORDING DISC STACKS AND METHODS OF MAKING SAME	12/9/97		
METHODS AND APPARATUS FOR DVD-14, 18 MANUFACTURE	9/28/98		
COPY PROTECTION CONTROL SYSTEM	1/21/99		
CD SLEEVER APPARATUS	3/16/99		
METHOD FOR MAKING OPTICAL DISCS HAVING FOUR INFORMATION LAYERS	3/26/99		
METHODS FOR BONDING STRUCTURALLY DISSIMILAR OPTICAL DISCS	3/30/99		

EXHIBIT B
FORMERLY WEAVIVY HILL PATENTS

Title	FilingDate	IssueDate	PatentNo/Serial No.
DUAL LAYER DVD DISC AND METHOD AND APPARATUS FOR MAKING SAME	9/23/99		
METHOD AND STRUCTURE FOR THREE LAYER OPTICAL DISC	1/31/00		
INFORMATION BEARING DISCS AND METHODS OF PREPARATION	2/29/00		
INTERFERENCE OF CONVERGING SPHERICAL WAVES WITH APPLICATION TO THE DESIGN OF COMPACT DISKS	5/1/00		
WITH APPLICATION TO THE DESIGN OF LIGHT-READABLE INFORMATION RECORDING MEDIA & SYSTEMS	4/25/01		
MODULAR STORAGE SYSTEM FOR RECORDING MEDIA	8/31/01		
METHOD AND STRUCTURE OF COMPOSITE DVD/CD DISC STRUCTURE	11/15/01		
STRUCTURE AND METHOD FOR IMPROVED DVD PACKAGING	11/16/01		
STRUCTURE AND METHOD FOR IMPROVED DVD PACKAGING	3/13/02		
METHODS AND APPARATUS FOR REDUCING THE SHRINKAGE OF AN OPTICAL DISC'S CLAMP AREA, AND THE RESULTING OPTICAL DISC	6/14/02		
MODULAR STORAGE SYSTEM FOR RECORDING MEDIA	8/30/02		
DEVICE FOR DISPLAYING DVDs	10/10/02		