

05-10-2001

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):



101682662

all documents or copy thereof.  
of receiving party(ies)

- Aureal Inc.**
- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State: Delaware
- Other

Re: 1.31.01

Additional name(s) of conveying parties attached?  Yes  No

**Creative Technology Ltd.**

Internal Address:

Street Address: 31 International Business Park, Creative Resource

City: State: Singapore 609921 ZIP:

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State: Singapore

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: X Yes  No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? X Yes No

3. Nature of conveyance:
- X Assignment                       Merger
- Security Agreement               Change of Name
- Other:

Execution Date: November 2, 2000

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 75/194384

B. Trademark Registration No(s): 2283555

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marc M. Gorelnik  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

6. Total number of applications and registrations involved 8

7. Total fee (37 CFR 3.41): \$215.00

- Enclosed                       Charge Fees to Deposit Account
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

~~02/15/2001 DBYRNE 00000639 201430 75194384~~

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02. Payment and signature CH

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Marc M. Gorelnik  
Name of Person Signing

*Marc M. Gorelnik*  
Signature

Jan 30, 2001  
Date

Total number of pages including cover sheet, attachments and document: 6

10. Change Correspondence Address to that of Part 5?  Yes  No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks  
Box: Assignments  
Washington, D.C. 20231

1. Additional name(s) of conveying party(ies):  
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):  
(Continued from Page 1)

3. Additional application number(s) or registration number(s):  
(Continued from Page 1)

A. Trademark Application No(s).

**75/509,748**  
**75/196,758**  
**75/746,420**  
**75/196,128**

B. Trademark Registration No(s).

**1,925,134**  
**2,179,084**

SF 1174848 v1

## TRADEMARK ASSIGNMENT

WHEREAS, pursuant to the Asset Purchase Agreement dated October 31, 2000, between Aureal Inc., a Delaware corporation having its principal place of business at 45757 Northport Loop West, Fremont, California 94538 ("Assignor"), and Creative Technology Ltd., duly organized under and pursuant to the laws of Singapore, and having its principal place of business at 31 International Business Park, Creative Resource, Singapore 609921 ("Assignee"), Assignor wishes to assign all of its rights, title and interest to the trademarks of Assignor, including all U.S. and foreign common law rights and all U.S. and foreign applications and registrations for such trademarks (the "Trademarks"), including such Trademarks set forth on Schedule A hereto, and the associated goodwill, and Assignee wishes to accept such assignment;

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee has agreed to purchase certain assets of the Assignor used in or related to the Assignor's business, and to assume certain liabilities relating thereto.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement, said Assignor hereby sells, assigns, transfers and sets over, and by this instrument does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, the entire right, title and interest, including without limitation the right to sue for past infringement, in and to the Trademarks and associated goodwill, the same to be held and enjoyed by said Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

Assignor also hereby irrevocably appoints the Assignee and any of its officers as its agent and attorney in fact to undertake such acts in its name, and Assignor waives and quitclaims to Assignee any and all claims of any nature whatsoever that it may now have or may later have for infringement of any intellectual property rights in the Trademarks; provided, however, that nothing in the foregoing shall be construed to prevent Assignor from asserting any rights, claims or causes of action as a defense in any legal proceeding.

*[signature page follows]*

November 2, 2000  
Date

AUREAL INC.



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By: Steve Mitchell  
Title: Chief Operating Officer

## Schedule A

Mark Name	Class No.	Status	Country	Applicati on Date	Applicati on Serial No.	Registrati on Date and Number	TMO Docket #
ASD Design	9	Pending	China Taiwan	04/20/99	(88)17829		1010646 -911109
Aureal	9/15/4 2	Pending	Commun ity Trademar k Europe	11/26/97	6900024		1010646 -
Misc. Design (A3D Logo)	9/16/4 2	Pending	Commun ity Trademar k Europe	11/26/97	6900032		1010646 -912103
Aureal (English & Katakana)	9	Office Action	Japan	12/12/97	9-184906		1010646 -912202
Misc. Design (A3D Logo)	9	Office Action	Japan	12/12/97	9-184907		1010646 -912204
A3D & Design	9	Pending	Korea	04/28/99	99-13948		1010646 -910910
A3D	9	Allowed For Registratio n	United States of America	08/01/96	75/143401	10/05/99 and 2283555	1010646 -900456
A3D Interactive	9	Notice/All owance	United States of America	11/07/96	<sup>75</sup> <del>76</del> /194384		1010646 -900457
A3D Surround	9	Office Action	United States of America	11/07/96	75/194464		1010646 -900458
Aureal	9	Registered	United States of America	06/11/96	75/117078	08/04/98 and 2179084	1010646 -900454
Aureal (Phantom)	9	Abandone d	United States of America	06/20/96	75/122590		1010646 -900455
Aureal Semiconduct or	9	Abandone d	United States of America	10/04/95	75/001655		1010646 -

Aureal Sound Bank	9	Abandoned	United States of America	11/14/95	75/019557		1010646 -
Aureal Sound Builder	9	Abandoned	United States of America	11/14/95	75/031303		1010646 -
Aureal Wavetracing Technology	9	Office Action	United States of America	06/29/98	75/509748		1010646 -
Aureal Real Sound	9	Abandoned	United States of America	11/14/95	75/019558		1010646 -
Believe Your Ears	9	Abandoned	United States of America	04/21/98	75/471336		1010646 -
Misc Design (A3D Logo)	9	Req Tim To Opp	United States of America	11/12/96	75/196128		1010646
Misc. Design (Aureal Logo)	9	Notice/Allowance	United States of America	11/12/96	75/196758		1010646
Silo	9	Pending	United States of America	07/07/99	75/746420		1010646 -900466
Vortex	9	Registered	United States of America	03/17/94	<del>75</del> /503139	10/10/95 and 1925134	1010464 6-900462
Wave Guide	9	Abandoned	United States of America	11/09/95	75/017510		1010646 -900453
We Hear Future	16	To Be Abandoned	United States of America	11/07/96	75/194648		1010646 -900458