

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lake Technology Limited		12/31/2005	an Australian company:
RECEIVING PARTY DATA			
Name:	Dolby Laboratories Licensing Corporation		
Street Address:	100 Potrero Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	a New York corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2853577	CONTOUR	
Registration Number:	2869247	LAKE CONTOUR	
Registration Number:	2068352	LAKE	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.576.0200		
Email:	bws@townsend.com		
Correspondent Name:	Bruce W. Schwab		
Address Line 1:	Townsend and Townsend and Crew LLP		
Address Line 2:	Two Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	014818-0328 00US		
NAME OF SUBMITTER:	Bruce W. Schwab		

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Signature:	/bruce w. schwab/
Date:	06/23/2006
Total Attachments: 5 source=lake assign#page1.tif source=lake assign#page2.tif source=lake assign#page3.tif source=lake assign#page4.tif source=lake assign#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of December 31, 2005 (the "Effective Date"), by and between Lake Technology Limited, a company organized under the laws of Australia ("Lake"), and Dolby Laboratories Licensing Corporation, a New York corporation ("DLCC"). Lake and DLCC are referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

BACKGROUND

[REDACTED]

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The following defined terms have the meanings set forth below.

(a) "Existing Customer Agreements" means the agreements listed on Schedule 1.1(a).

(b) "Intellectual Property Rights" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries ("Patents"); (ii) trade secret rights and all other rights in or to confidential information; (iii) mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts architecture or topology throughout the world ("Mask Works"); (iv) all copyrights, copyrights registrations and applications therefor and all other similar or equivalent rights corresponding thereto throughout the world ("Copyrights"); (v) all rights in industrial designs and any registrations and applications

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therefor throughout the world ("Industrial Designs"); (vi) all trade names, logos, trademarks and service marks; trademark and service mark registrations and applications (including intent-to-use registrations and applications), and all goodwill associated therewith ("Trademarks"); (vii) all rights in url addresses, uniform resource locators and domain names and applications and registrations therefor ("Internet Properties"); and (viii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(c) "Loan" means the royalties that DLLC has pre-paid to Lake under the Existing License Agreement.

(d) "Outstanding Balance" has the meaning set forth in ARTICLE IV.

(e) "R&D Services Agreement" means the Research and Development Services Agreement between Lake and Dolby Laboratories, Inc., dated as of September 30, 2005.

(f) "Technology" means all technology, including all know-how, show-how, techniques, software, trade secrets, inventions (whether or not patented or patentable), algorithms, routines, Software, files, databases, works of authorship, processes, devices, prototypes, schematics, test methodologies, documentation, development tools, any media on which any of the foregoing is recorded, and any other tangible embodiments of any of the foregoing.

(g) "Transferred IP" has the meaning set forth in Section 2.1.

(h) "Transferred IPR" means all Intellectual Property Rights owned or transferable by Lake as of the Effective Date, including without limitation the Intellectual Property Rights listed on Schedule 2.1. With respect to Patents, Transferred IPR also includes any Patents that claim or could claim a priority date as of or before the Effective Date and that arise from an invention owned or made by Lake on or prior to the Effective Date, including any such Patents in which any Lake employees are required to be designated as inventors.

(i) "Transferred Technology" means all Technology owned or transferable by Lake as of the Effective Date.

ARTICLE II

TRANSFER AND DELIVERY OF TRANSFERRED IP

2.1 Transferred IP. Lake hereby sells, transfers and assigns to DLLC, the following (collectively, the "Transferred IP"):

(a) all Transferred Technology; and

(b) all Transferred IPR, including without limitation:

(i) the Intellectual Property Rights listed on Schedule 2.1;

(ii) the right to register, prosecute, maintain or record any of the Transferred IPR with any Government Entity;

(iii) the rights to damages and payments for past, present or future infringements or misappropriations of any of the Transferred IPR; and

(iv) the goodwill associated with the Trademarks included within the Intellectual Property Rights.

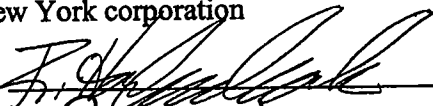
2.2 Schedule Modifications. It is understood that the list of Transferred IPR on Schedule 2.1 has been created in good faith, using reasonable efforts to completely and accurately include all Transferred IPR that is subject to a governmental registration or are otherwise material and capable of being scheduled. To the extent any item should have been included on Schedule 2.1 and was omitted, then Schedule 2.1 shall be amended accordingly to include such item, without further consideration, and Schedule 2.1 as amended shall become part of this Agreement.

2.3 Effectiveness. The sale, transfer and assignment of the Transferred IP from Lake to DLLC under Section 2.1 shall be considered effective as of this Agreement's Effective Date. To the extent required to confirm and perfect such sale, transfer and assignment of the Transferred IP, at DLLC's request Lake shall, at any time on or after the Effective Date, deliver to DLLC fully executed Patent, Copyright, Trademark and other Intellectual Property Rights assignments, each in a form reasonably satisfactory to DLLC.

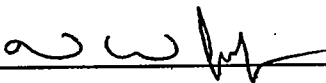
2.4 Certain Approvals. It is understood that certain portions of the Transferred IP may have been created in the course or otherwise arisen out of Lake's performance of development projects funded in part through grants from the Industry Research and Development Board of the Commonwealth of Australia. If the consent, release or approval of the IRDC, or any other Australian governmental authority, is later determined to have been required with respect the transfer and assignment to DLLC of any portion of Transferred IP as contemplated in this Agreement, then Lake shall use reasonable commercial efforts to obtain such consent, release or approval. If despite these efforts, Lake is unable to obtain, within 120 days after initiating such efforts, any such required consent, release or approval of the IRDC, or any other Australian governmental authority, then Lake may declare the transfer and assignment of the relevant portion of the Transferred IP to have been void *ab initio*, and in such case DLLC shall execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable to assign and transfer back to Lake all of DLLC's then-current rights in the relevant portion of the Transferred IP originally assigned and transferred to DLLC under this Agreement, and Lake shall pay to DLLC an amount equal to the portion of the consideration originally paid or forgiven by DLLC under ARTICLE IV that is reasonably attributable to the Transferred IP required to be assigned and transferred back to Lake.

WHEREFORE, the parties have signed this Intellectual Property Assignment Agreement effective as of the date first set forth above.

DOLBY LABORATORIES LICENSING CORPORATION
a New York corporation

By: 
Name: Richard Hackenback
Title: Vice President

LAKE TECHNOLOGY LIMITED
A company organized under the laws of Australia

By: 
Name: A. W. Jasper, Jr.
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Lake Trademarks

Trademark	Application no.	Status	Registration no.	Country	Class	Reg Date	Date Filed	Renewal due	Applicant/Owner
Contour	934427	Registered	934427	Australia	9	15-Nov-02	15-Nov-02	15-Nov-12	Lake Technology Limit
Contour	78/204512	Registered	2853577	United States	9	15-Jun-04	17-Jan-03		Lake Technology Limit
Huron	939791	Registered	939791	Australia	9	10-Jan-03	10-Jan-03	10-Jan-13	Lake Technology Limit
Huron	2983435	Published	2983435	Europe	9	31-Aug-04	13-Feb-03	13-Feb-13	Lake Technology Limit
Lake	754974	Registered	754974	Australia	9	12-Feb-98	12-Feb-98	12-Feb-08	Lake Technology Limit
Lake	1315787	Registered	1315787	Europe	9	15-Mar-04	16-Sep-99	20-Apr-04	Lake Technology Limit
Lake	74667803	Registered	2869247 (prior reg. no. 2068352)	United States	9	10-Jun-97	21-Jun-94		Lake Technology Limit
Lake Contour	934429	Registered	934429	Australia	9	15-Nov-02	15-Nov-02	15-Nov-12	Lake Technology Limit
Lake Contour	2002-97172	Registered	4688749	Japan	9	4-Jul-03	18-Nov-02		Lake Technology Limit
Lake Contour	78/204515	Registered	2869247	United States	9	3-Aug-04	17-Jan-03		Lake Technology Limit

Trademark	Application no.	Status	Registration no.	Country	Class	Reg Date	Date Filed	Renewal due	Applicant/Owner
LPS LAKE PERSONAL SURROUND	75/543330	ABANDONED	N/A	United States	9	N/A	26-Aug-98	N/A	Lake Technology Limit
MERSSA	75/314186	ABANDONED	N/A	United States		N/A	24-Jun-97	N/A	N/A
Huron	74/595099	Abandoned 11 Apr 96: No SOU filed after NOA issued	N/A	United States	9	N/A	4-Nov-94	N/A	Lake DSP Pty. Ltd
Huron	78/201881	Abandoned 26 Apr 05 - Failed to Respond or Late Response	Try to revive again	United States	9		10-Jan-03	N/A	Lake Technology Limit
Contour	2002-97171	Lapsed On Instructions	N/A	Japan	9	N/A	18-Nov-02	N/A	N/A

Schedule 2.1

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