

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
Neural Audio Corporation		12/31/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	DTS, Inc.		
Street Address:	5171 Clareton Drive		
Internal Address:	DTS, Inc.		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	INC. ASSOCIATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3414659	N NEURAL	
Registration Number:	2723366	N	
Registration Number:	3094580	NEURAL AUDIO	
CORRESPONDENCE DATA			
Fax Number:	(818)827-2470		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818.706.3525		
Email:	cody.dobson@dts.com		
Correspondent Name:	William L. Johnson		
Address Line 1:	5171 Clareton Drive		
Address Line 2:	DTS, Inc.		
Address Line 4:	Agoura Hills, CALIFORNIA 91301		
NAME OF SUBMITTER:	William L. Johnson		
Signature:	/William L. Johnson#41,876/		

CH \$90.00 3414659

Date:

01/27/2009

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*Agreement*") is made and entered into on December 31, 2008, by and among Neural Audio Corporation, a Washington corporation ("*Assignor*"); and DTS, Inc., a Delaware corporation ("*Assignee*").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement ("*Asset Purchase Agreement*") dated as of December 31, 2008;

WHEREAS, it is a condition to the closing under the Asset Purchase Agreement that Assignor assign to Assignee its entire right, title and interest in and to the Seller IP Rights listed on the attached Exhibit A;

WHEREAS, Assignor owns or has a license to all right, title and interest in and to the Seller IP Rights, and desires to assign to Assignee its entire right, title and interest in and to the Seller IP Rights, and Assignee desires to acquire the entire right, title, and interest in and to the Seller IP Rights; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to all of the Seller IP Rights, and the registrations therefor, including, for the avoidance of doubt, the Shareholder Patents, the inventions disclosed and claimed therein, and any and all continuation, continuation-in-part, divisional, reexamination, and reissue applications based on such patents, and together with the right of priority of any earlier corresponding patent application filed by Assignor in the United States or elsewhere, and any foreign counterparts and all foreign applications and patents throughout the world, and any improvements related thereto, for Assignee's use and enjoyment, and including the right to sue for and collect damages by reason of past, present and future infringement and the goodwill of the business and operations of the business associated with the Seller IP Rights, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Cooperation, Further Assurances. Assignor hereby covenants and agrees to fully cooperate and assist Assignee by any means that Assignee reasonably deems necessary or desirable, in preserving Assignee's interest in the Seller IP Rights in any jurisdiction throughout the world, including by promptly executing any documentation reasonably deemed by Assignee to be necessary or desirable to file, obtain, maintain, prosecute or enforce any Seller IP Rights or record any interest granted to Assignee under this Agreement in any jurisdiction, so that

Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed. Assignor hereby agrees to take all necessary steps to complete the assignment and recordation of the assigned rights with the United States Patent and Trademark Office, United States Copyright Office and all foreign intellectual property offices.

3. Successors and Assigns. The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives. This Agreement shall not be assignable (whether voluntarily or involuntarily, directly or indirectly or by operation of law) by Assignor without the written consent of Assignee and any such purported assignment by Assignor without such consent shall be void.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the choice of law principles thereof.

5. Waivers and Amendments. Any amendment or supplementation of this Agreement shall be effective only if in writing signed by each of the parties hereto. Any waiver of any term or condition of this Agreement shall be effective only if in writing signed by the party giving the waiver. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement, except to the extent such future rights are specifically included within the scope of such written waiver.

6. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable.

7. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and PDF signatures shall be treated as if they were originals.

8. Entire Agreement. This Agreement, together with the Asset Purchase Agreement, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior arrangements, understandings, proposals, prospectuses, projections and related materials with respect thereto.

[SIGNATURES ON FOLLOWING PAGE]

IP ASSIGNMENT (EXCLUDING CHINA)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

ASSIGNOR

ASSIGNEE

Neural Audio Corporation,
a Washington corporation

DTS, Inc.,
a Delaware corporation

By _____
Print Name:
Title:

By *Jon E. Kirchner*
Print Name: *JON E. Kirchner*
Title: *President & CEO*

Address: 11410 NE 122nd Way, Suite 100
Kirkland, WA 98034

State of _____)
) ss.
County of _____)

On this ___ day of _____, in the year of 2008, before me personally appeared _____, _____ of Assignor, Neural Audio Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

Notary Public in and for Said
County and State

/Signature Page to Intellectual Property Assignment Agreement (Excluding China)/

IP ASSIGNMENT (EXCLUDING CHINA)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

ASSIGNOR

ASSIGNEE

Neural Audio Corporation
a Washington corporation

DTS, Inc.,
a Delaware corporation

By [Signature]
Print Name: Geir E. Skadden
Title: CEO

By _____
Print Name: _____
Title: _____

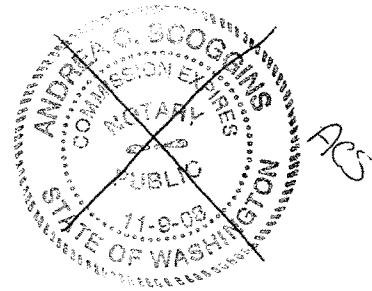
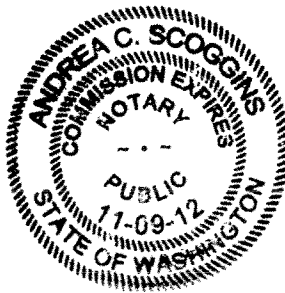
Address: 11410 NE 122nd Way, Suite 100
Kirkland, WA 98034

State of Washington
) ss.
County of King

On this 30th day of December, in the year of 2008, before me personally appeared Geir Skadden, CEO of Assignor, Neural Audio Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

[Signature]
Notary Public in and for Said
County and State



[Signature Page to Intellectual Property Assignment Agreement (Excluding China)]

EXHIBIT A

SELLER IP RIGHTS

Serial No.	Trademark	Reg. No.
78932871	N NEURAL	3414659
76317245	N	2723366
76317244	NEURAL AUDIO	3094580

Serial No.	Title	Priority date	Country	Pub No.	Inventors
10380190	SYSTEM AND METHOD FOR PROCESSING AUDIO DATA	9/7/2001	US	2007/0025566	Reams, Robert W.
11433285	SYSTEM AND METHOD FOR PROCESSING AUDIO DATA	5/12/2006	US		Reams, Robert W.
US0128088	SYSTEM AND METHOD FOR PROCESSING AUDIO DATA	9/7/2001	PCT		Reams, Robert W.
EP0196644.5	SYSTEM AND METHOD FOR PROCESSING AUDIO DATA	9/7/2001	EP		Reams, Robert W.
11262190	TWO TO N RENDERING	10/28/2005	US		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
11261100	TWO TO N RENDERING	10/28/2005	US		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
11262029	TWO TO N RENDERING	10/28/2005	US	2006/0093152	Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
11705219	AUDIO SPATIAL ENVIRONMENT ENGINE USING A SINGLE FINE STRUCTURE	2/12/2007	US	2007/0223740	Reams, Robert W.
US0703935	AUDIO SPATIAL ENVIRONMENT ENGINE USING A SINGLE FINE STRUCTURE	2/13/2007	pct		Reams, Robert W.
11710070	CODEC CONDITIONING SYSTEM AND METHOD	2/23/2007	US	2007/0239295	Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron

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US0704711	CODEC CONDITIONING SYSTEM AND METHOD	2/23/2007	PCT		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
12192266	AUDIO PROCESSING FOR COMPRESSED DIGITAL TELEVISION	8/15/2008	US	UNPUB	Thompson, Jeffrey K.; Reams, Robert W.
US0873299	AUDIO PROCESSING FOR COMPRESSED DIGITAL TELEVISION	8/15/2008	PCT		Thompson, Jeffrey K.; Reams, Robert W.
10975841	AUDIO SPATIAL ENVIRONMENT ENGINE	10/28/2004	US	2005/0169482	Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
MALAYSIA	AUDIO SPATIAL ENVIRONMENT ENGINE-PRIORITY FROM 100975841	unk	MALAY		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
EPO	AUDIO SPATIAL ENVIRONMENT ENGINE-PRIORITY FROM 100975841	10/28/2005	EP		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
JAPAN	AUDIO SPATIAL ENVIRONMENT ENGINE-PRIORITY FROM 100975841	10/28/2005	JAPAN		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
KOREA	AUDIO SPATIAL ENVIRONMENT ENGINE-PRIORITY FROM 100975841	10/28/2005	KOREA		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
US05/38961	AUDIO SPATIAL ENVIRONMENT ENGINE-PRIORITY FROM 100975841	10/29/2005	PCT		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
12/245398	AUDIO SPATIAL ENVIRONMENT ENGINE	10/3/2008	US	2007/0297519	Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
11/666512	AUDIO SPATIAL ENVIRONMENT ENGINE	10/28/2005	US		Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron

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12/218313	DECODER SPECIFIC CONTENT PROVISION	7/14/2008	US	UNPUB	Carpenter, Jason P.; Warner, Aaron; Thompson, Jeffrey K.; Smith, Brandon
12204471	INTERAURAL TIME DELAY RESTORATION SYSTEM AND METHOD	9/4/2008	US	UNPUB	Johnston, James D.
60965227	PARAMETRIC STEREO CONVERSION SYSTEM AND METHOD	8/17/2007	US	UNPUB	Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
12192404	PARAMETRIC STEREO CONVERSION SYSTEM AND METHOD	8/14/2008	US	UNPUB	Thompson, Jeffrey K.; Reams, Robert W.; Warner, Aaron
11894154	PHASE DECORRELATION FOR AUDIO PROCESSING	8/20/2007	US	UNPUB	Reams, Robert W.
us0873307	PHASE DECORRELATION FOR AUDIO PROCESSING	8/21/2007	PCT	UNPUB	Reams, Robert W.
61096233	SOUND FIELD GRAPHICAL MAPPING SYSTEM AND METHOD	9/11/2008	US		Thompson, Jeffrey K.
12191669	SOUND FIELD WIDENING AND PHASE DECORRELATION SYSTEM AND METHOD	8/14/2008	US	UNPUB	Johnston, James D.
11894200	SPATIAL TELECONFERENCING SYSTEM AND METHOD	8/20/2007	US	UNPUB	Reams, Robert W.
61/083796	SURROUND MICROPHONE	7/25/2008	USPROV	UNPUB	Reams, Hubert
12001851	TEMPORALLY ACCURATE WATERMARKING SYSTEM AND METHOD OF OPERATION	12/13/2007	US	UNPUB	Smith, Thompson, Warner
60/231,450	ADAPTIVE SPECTRAL SHAPING	9/8/2001	US		Reams, Robert W.
60/231409	ADAPTIVE ENERGY WINDOWING	9/8/2001	US		Reams, Robert W.
60/231076	ADAPTIVE ENERGY WIDTH MANAGEMENT	9/8/2001	US		Reams, Robert W.
60/231408	HIGH DEFINITION PROCESS FOR LOSSY COMPRESSION OF DIGITALLY ENCODED AUDIO	9/8/2001	US		Reams, Robert W.
60/231081	AUDIO DIGITAL ENHANCEMENT	9/8/2001	US		Reams, Robert W.