

09-12-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Muscle Fish LLC

07212000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Audible Magic Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 985 University Ave., #35

Address (line 2) _____

Address (line 3)

Los Gatos

City

CA

State/Country

95032

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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02 FC:482

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25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2227404"/>	<input type="text" value="2227405"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

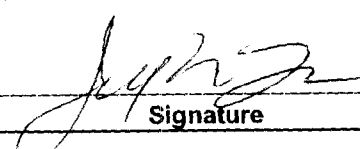
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jill E. Fishbein
Name of Person Signing



Signature

Date Signed

**ASSIGNMENT
(Intellectual Property)**

ASSIGNOR: Muscle Fish LLC
(California limited liability company)
2550 Ninth Street, Suite 207B
Berkeley, California 94710

ASSIGNEE: Audible Magic Corporation
(California corporation)
985 University Ave. #35
Los Gatos, CA 95032

ASSIGNED SUBJECT MATTER

All intellectual property embodied in the Assets as such term is defined in the Asset Purchase Agreement entered into as of July 13, 2000 by and among ASSIGNOR, ASSIGNEE and certain parties (the "Asset Purchase Agreement") in which ASSIGNOR has any right, title, or interest, including but not limited to all "Patents" (hereinafter defined), all "Marks" (hereinafter defined), all "Copyrights" (hereinafter defined), all "Confidential Information" (hereinafter defined), and all "Related Rights" (hereinafter defined).

I. "Patents" is defined to include all concepts, ideas, designs, inventions (whether patentable or not), techniques, all U.S. and foreign patent applications, and all U.S. and foreign patents, including but not limited to the items listed in Schedule A.

II. "Marks" is defined to include all words, names, logos, symbols, trade names, source indicating indicia, trade dress, trademarks, marks, U.S. and foreign applications to register marks, and U.S. and foreign registrations, including but not limited to the items in Schedule B.

III. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, including but not limited to the copyrights in ASSIGNOR's business documents and files, customer documents and files, product designs and packaging, advertising, promotional material, and products (whether developed or in development), including but not limited to the items in Schedule C.

IV. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, member lists and information, marketing information, financial and

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**TRADEMARK
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technical trade secrets, techniques, processes, and know-how, including but not limited to the items in Schedule D.

V. Related Rights

A. All goodwill of the business symbolized by the Marks:

B. All rights and causes of action to enforce the rights associated with each item of ASSIGNED SUBJECT MATTER in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of ASSIGNED SUBJECT MATTER in all relevant jurisdictions.

NOW, THEREFORE, as part of the transfer of all business to which the ASSIGNED SUBJECT MATTER is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said ASSIGNED SUBJECT MATTER.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the ASSIGNED SUBJECT MATTER to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to ASSIGNOR respecting the ASSIGNED SUBJECT MATTER, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE, at no cost to ASSIGNOR to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the ASSIGNED SUBJECT MATTER.

Accepted as of July 21, 2000.

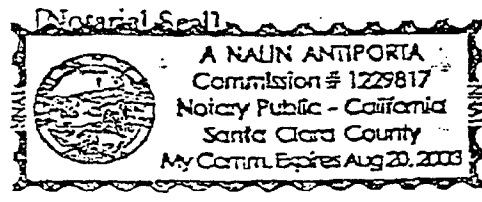
ASSIGNEE: Audible Magic Corporation

By: Vance Ikeedye
Name: Vance Ikeedye
Title: President : CEO

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STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) SS.
)

On July 15, 2000, before me A. NALIN ANTIPORTA Notary Public, personally appeared VANCE E. WELDE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



A. Nalin Antiporta
Notary Public
COMMISSION EXPIRES 8/20/03

IN TESTIMONY WHEREOF, ASSIGNOR has executed this Assignment as of July 20, 2000

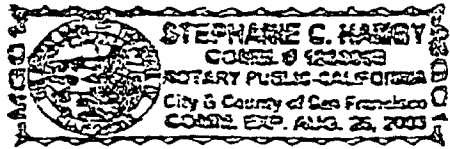
ASSIGNOR: Muscle Fish LLC

By: James A. Wheaton
Name: James A. Wheaton
Title: Member

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco) SS.
)

On July 20, 2000, before me Stephanie C. Hamby Notary Public, personally appeared James A. Wheaton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notarial Seal]



Stephanie C. Hamby
Notary Public
COMMISSION EXPIRES 08/26/03

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SCHEDULE A
("Patents")

US Patent #5,918,223 – Method and Article of Manufacture for Content-based Analysis, Storage, Retrieval, and Segmentation of Broadcast Audio.

US Patent Application #60/186,200 – Method and Article of Manufacture for the Detection and Identification of Broadcast Audio.

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SCHEDULE B
("Marks")

California Trademark 102115 – SoundFisher
United States Trademark 2,227,405 – SoundFisher

California Trademark 102118 – Muscle Fish logo
United States Trademark 2,227,404 – Muscle Fish logo

The Muscle Fish logo is the words “Muscle Fish” with the design of a sideview of a fish, facing to the right, whose body has been warped to give the impression of a wave.

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SCHEDULE C
("Copyrights")

Unregistered copyright notices occur in source code files related to the following Muscle Fish products, which are programming libraries, sometimes referred to as SDKs (software development kits) or APIs (application programming interfaces):

1. AudioObject Library (soundfile utilities)
2. MFDSP Library (audio digital signal processing functions)
3. MFCRB (functions for content-based retrieval of audio)

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SCHEDULE D
("Confidential Information")

All trade secrets and confidential information related to the Business as defined in the Asset Purchase Agreement.

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