FORM PTO-1595 07-17-1998 U.S. DEPARTMENT OF COMMERCE (Rev. 6/93) Patent and Trademark Office R EET Attorney's Docket No. 017221-001 To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. JUL 1 3 1998 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Michael Elliot Name: <u>Michael Porte</u> Address: 25 Eastwoods Road Additional name(s) of conveying party(ies) attached? Pound Ridge, New York 10576 3. Nature of conveyance: [x] Assignment Merger Security Agreement | Change of Name Other: \_\_ Additional name(s) & address(es) attached? [ | Yes [x | No Execution Date: June 29, 1998 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 5,563,649 Additional numbers attached? [ ] Yes [x] No Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved: 1 document should be mailed: Robert E. Krebs, Esq. Name: 7. Total fee (37 CFR 3.41): \$40.00 Address: Burns, Doane, Swecker & Mathis, L.L.P. [x] Enclosed P.O. Box 1404 [x] Authorized to be charged to deposit account, if necessary Alexandria, Virginia 22313-1404 8. Deposit account number 02-4800

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9. 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.

Robert E. Krebs, Esq.

July 10, 1998

Name of Person Signing

Signature

Date

Mail documents to be recorded with required cover sheet information to:

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Total number of pages including cover sheet, attachments, and document: 3

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017221-001 Attorney's Docket No.

## **ASSIGNMENT**

THIS ASSIGNMENT, by <u>MICHAEL ELLIOT</u>, an individual residing at <u>3631 WASATCH AVE., LOS</u> <u>ANGELES, CALIFORNIA, 90066</u> (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in <u>SYSTEM AND METHOD FOR TRANSMITTING VIDEO MATERIAL</u> set forth in an application bearing Patent No. <u>5.563,649</u>, and issued on <u>OCTOBER 8, 1996</u> and Patent Cooperation Treaty Application Serial No. PCT/US94/06629 filed on June 10, 1994.

WHEREAS, MICHAEL PORTE, an individual residing at <u>25 EASTWOODS RD.</u>, POUND RIDGE, NEW YORK, 10576, is desirous of acquiring the Assignor's entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the Assignor's entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the Assignor's entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the Assignor's entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the lawful owner of his undivided interest in the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that said interest is unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey his said interest in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be

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obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors and legal representatives.

Date 6 29 98	Signature of Assignor	Mull Elliot  Michael Elliot	
STATE OF CALIFORNIA		) ) ss.	
COUNTY OF LOS ANGE	ELES	)	
On this 🖂 🖴	day of JUNE	, 1998,	before me,
personally appeared Michae	el Elliot, personally kn the person whose nam	own to me (or proved to me on the is subscribed to the foregoing	the basis of
MICHAELA.	CABALLERO :	Mr. O. a. O. C. albado o	
NOT ASSESSED.	1044289 5 C-CALFORNIA H S-COUNTY S-NOS OF THE SECONDARY	Notary Public	

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