

08-17-1998



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To the Honorable Commission

100795751

and the attached original documents or copy thereof.

MRD 8-12-98

1. Name of conveying party(ies):

Topeka Aircraft, Inc.

2. Name and Address of receiving party(ies):

Name: ImageAmerica, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Street Address: 744-A Spirit of St. Louis Blvd.

City: Chesterfield State: MO ZIP:63005

Additional name(s) & address(es) attached? Yes No

Execution Date: July 27, 1998

4. Application number(s) or patent number(s):

If this document is being filed together for a new application, the execution date of the application is:

A. Patent Application No.(s)

08/738,713

B. Patent No.(s)

5,604,534

Additional numbers attached? Yes No

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

Name: Daniel A. Crowe

Internal Address:

Bryan Cave LLP

One Metropolitan Square

Street Address:

211 North Broadway, Suite 3600

City: St. Louis

State:MO ZIP:63102

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):.....\$ 80.00

Enclosed; or if check missing or otherwise insufficient please charge our deposit account.

Authorized to be charge to deposit account.

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02-4467 - if missing or insufficient

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9. State 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.

Daniel A. Crowe

Name of Person Signing

Signature

8/ /98

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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08-00076 564534
01 FC:581

Exhibit A**U.S. Patents and Patent Applications**

1. Hedges et al. U.S. Patent No. 5,604,534
For: DIRECT DIGITAL AIRBORNE PANORAMIC CAMERA SYSTEM AND
METHOD
Issued: February 18, 1997
Serial No.: 08/449,350
Filed: May 24, 1995

2. Hedges et al. U.S. Patent Application No. 08/738,713
For: DIRECT DIGITAL AIRBORNE PANORAMIC CAMERA SYSTEM AND
METHOD
Filed: October 28, 1996

Foreign Patent Applications

1. Hedges et al. ISRAEL Patent Application No. 119,140
For: DIRECT DIGITAL AIRBORNE PANORAMIC CAMERA SYSTEM AND
METHOD
Filed: August 27, 1996

2. Hedges et al. AUSTRALIA Patent Application No. 57440/96
For: DIRECT DIGITAL AIRBORNE PANORAMIC CAMERA SYSTEM AND
METHOD
Filed: May 13, 1997

3. Hedges et al. CANADA Patent Application No. 2,221,638
For: DIRECT DIGITAL AIRBORNE PANORAMIC CAMERA SYSTEM AND
METHOD
Filed: May 13, 1997

4. Hedges et al. European Patent Application No. 96195741.1
For: DIRECT DIGITAL AIRBORNE PANORAMIC CAMERA SYSTEM AND
METHOD
Filed: November 21, 1997 (designating UK, Germany and Switzerland)

PATENT ASSIGNMENT

In consideration of the good and valuable consideration paid to Topeka Aircraft, Inc. (a Kansas corporation having its principal place of business at 3600 Sardou, Topeka, Kansas) (hereinafter "Assignor") by ImageAmerica, Inc. (a Missouri corporation having its principal place of business at 744-A Spirit of St. Louis Blvd., Chesterfield, Missouri) (hereinafter "Assignee"), the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over unto said Assignee the entire right, title, and interest in and to the inventions described and/or claimed in, and the patents and patent applications identified in Exhibit A, attached hereto, including any reissue or re-examination thereof, and any continuing and/or divisional applications which may be hereinafter filed, and in and to any Letters Patent which may be granted and issued, in and for the United States of America and all foreign countries, including all treaty and convention rights, and the right to sue for present, past, and future infringement, enforce any rights and file any causes of action related thereto (either in law or equity), and to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, the same to be held and enjoyed by said Assignee, its successors and assigns, to the full extent permissible under any applicable laws and ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Assignee is hereby authorized to make application for and to receive Letters Patent for said inventions in any of said countries at its election. The Assistant Commissioner for Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said invention to said Assignee. And by this covenant the Assignor agrees to execute or procure any further necessary assurance of title to said invention, patents and patent applications; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, patents and patent applications in Assignee, its successors, assigns or other legal representatives; and upon the request of said Assignee, will execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives.

This Assignment shall be deemed effective as of March 16, 1998.

TOPEKA AIRCRAFT, INC.

By: Mark W. Meisinger

Title: Vice Pres

Dated: 27 July 98

State of Missouri)
County of St. Louis) SS

Before me this 27th day of July, 1998, personally appeared Mark W. Meisinger to me personally known to be the person described in and who executed this instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

AFFIX SEAL [Signature]
Notary Public

THERESA A. STRONG
Notary Public - State of Missouri
County of St. Louis
My Commission Expires 05/19/2002

IMAGEAMERICA, INC.

By: [Signature]

Title: COO

Dated: 7/24/98

State of Missouri)
County of St. Louis) SS

Before me this 24th day of July, 1998, personally appeared Thomas F. Maher to me personally known to be the person described in and who executed this instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

AFFIX SEAL

[Signature]
Notary Public

THERESA A. STRONG
Notary Public - State of Missouri
County of St. Louis
My Commission Expires 05/19/2002