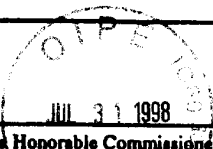


08-19-1998



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T U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

100796638

To the Honorable Commissioner of Patent.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert I. Webb
David Bergeron
Christopher J. Daly

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

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

Name: NuWave Technologies, Inc.

Address: 1 Passaic Avenue

Fairfield, NJ 07004

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

MRD 7-31-98

A. Patent Application No.: 09/040,232

B. Patent No.(s) _____

Title: VIDEO PICTURE IMPROVING APPARATUS AND METHOD

Filed Date: _____

Additional numbers attached? Yes No

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

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

Name: Steven J. Adamson, P.C.

Address: 00000023 09040232 x 1909

Eugene, OR 97440

Telephone: 541-687-8700

6. Total Number of applications and patents involved: 1 X \$40.00 each

7. Total fee (37 CFR 3.41).....\$ 40.00 E

Check Enclosed

08/04/1998 DFLDYD 04 FC:581

9. Statement and signature.

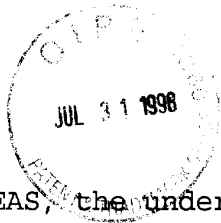
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven J. Adamson
Attorney (Reg. No.: 32,776)

[Signature]
Signature

7-27-98
Date

10. Total number of pages to be recorded: (1 page cover sheet and page document).



JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- (1) Robert I. Webb (2) David Bergeron
- (3) Christopher J. Daly (4) _____

(hereinafter collectively termed "Inventors"), residents of

- (1) 198 Stanton Mt. Road (2) 13 Anthony Drive
- (3) 12415 Cloudesly Drive (4) _____

respectively, Cities of

- (1) Lebanon (2) Londonderry
- (3) San Diego (4) _____

respectively, Counties of

- (1) Hunterdon (2) Rockingham
- (3) San Diego (4) _____

respectively, States of

- (1) New Jersey (2) New Hampshire
- (3) California (4) _____

respectively, have invented certain new and useful improvements in:

VIDEO PICTURE IMPROVING APPARATUS AND METHOD

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

___ On the date of

- (1) _____ (2) _____
- (3) _____ (4) _____

respectively;

Or

X Said application having SC/Serial No. 09/040,232 and filed on the 14th day of March, 1998.

WHEREAS NuWave Technologies, Inc. (hereinafter termed "Assignee"), a corporation of the State of _____, having a place of business at 1 Passaic Avenue, Fairfield, State of New Jersey, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors, and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings,

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reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventors, their respective heirs, legal representatives and assigns.

4. Said inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

(1) Robert I. Webb
(Inventor's Signature)

State of New Jersey)
County of Essex)

On 7/15/98 before me, Catherine Rivera, personally appeared Robert I. Webb, 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 his/her 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.

WITNESS my hand and official seal.

CATHERINE RIVERA
A Notary Public of New Jersey
My Commission Expires March 11, 2002

Signature Catherine Rivera

(2) David A Bergeron
(Inventor's Signature)


State of New Hampshire)
County of Rockingham)

On 7/23/98 before me, David A Bergeron, personally appeared David A Bergeron, 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 his/her 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.

WITNESS my hand and official seal.

Signature Joseph M Joleen
NUWV0011.005

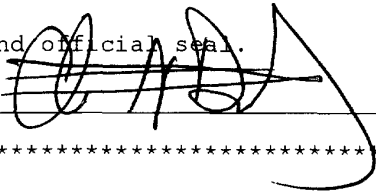
JOSEPH M. JOLEEN
Notary Public in and for the State of New Jersey
My Commission Expires 03/11/2002

(3) 
(Inventor's Signature)

State of CALIF)

County of SAN DIEGO)

On JULY 21, 1998 before me, CAROL TALBOT, personally appeared CHRISTOPHER J. DALY, 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 his/her 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.

WITNESS my hand and official seal.
Signature 

Carol Talbot



NUWV0011.005