WSD 10.13.98

Form PTO-1595

Attorney Docket No.: 9810

10-22-1998



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U.S. DEPARTMENT OF COMMERCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy therpof.  1. Name of conveying party(ies):  Producers Color Service, Inc.  Producers Color Service, Inc.  Additional name(s) of conveying party(ies) attached? Yes No  3. Nature of conveyance:  Assignment					
1. Name of conveying party(ies):  Producers Color Service, Inc.  Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No  3. Nature of conveyance:  ☒ Assignment ☐ Merger  ☐ Security Agreement ☐ Change of Name  ☐ Other ☐ Other ☐ Other ☐ Additional name(s) and address(es) attached? ☐ Yes ☒ No					
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No  3. Nature of conveyance:  ☒ Assignment ☐ Merger  ☐ Security Agreement ☐ Change of Name  ☐ Other Additional name(s) and address(es) attached? ☐ Yes ☒ No	00				
Additional name(s) of conveying party(ies) attached?    3. Nature of conveyance:  Assignment	00				
3. Nature of conveyance:  ☐ Assignment ☐ Merger  ☐ Security Agreement ☐ Change of Name  ☐ Other Additional name(s) and address(es) attached? ☐ Yes ☒ No	00				
Assignment					
☐ Security Agreement ☐ Change of Name  City: Irvine, State: CA ZIP: 92614  Additional name(s) and address(es) attached? ☐ Yes ☒ No					
Other Additional name(s) and address(es) attached?  Ves 🗵 No					
Execution Date: September 25, 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)	í				
5,528,381					
<b>!</b>					
Additional numbers attached? ☐ Yes ☒ No					
<ul><li>5. Name and address of party to whom correspondence concerning document should be mailed:</li><li>6. Total number of applications and patents involved: [ 1 ]</li></ul>					
Name: Ronald J. Clark					
Internal Address: Discovision Associates  P.O. Box 19616  7. Total fee (37 CFR 3.41) \$ 40.00					
P.O. Box 19616  ☐ Enclosed  ☐ Authorized to be charged to deposit account					
Street Address:					
City: Irvine State: CA ZIP: 92623 8. Deposit Account Number: 04-1175					
DO NOT USE THIS SPACE					
9. Statement and signature.					
To the best of my knowledge and belief, the loregoing information is true and correct and any attached copy is a true copy of the original godument.					
Name of Person Signing Signature Date	2				
Total number of pages including cover sheet, attachments and document: [ ]					

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, 8ox Assignments Washington, D.C. 20231 DATE 1998 JANTKINS 000000

REEL: 9516 FRAME: 0223

## ASSIGNMENT OF PATENTS AND PATENT APPLICATION

This ASSIGNMENT OF PATENTS AND PATENT APPLICATION (hereinafter "ASSIGNMENT") is entered into this <u>Joth</u> day of <u>Supplembles</u>, 1998, by and between PRODUCERS COLOR SERVICE, INC., a Michigan corporation having its principal place of business at 24242 Northwestern Highway, Southfield, Michigan 48075 ("ASSIGNOR") and DISCOVISION ASSOCIATES, having its principal place of business at 2355 Main Street, Suite 200, Irvine, California 92614 ("ASSIGNEE").

## **RECITALS**

WHEREAS ASSIGNOR is the owner of record of all legal and equitable rights, title, and interest in and to (1) United States Letters Patent No. 4,957,603, entitled Optical Memory Disc Manufacture, (2) United States Letters Patent No. 5,528,381, entitled System Apparatus and Method for Identifying Video Frames Suitable for Freeze-Frame Viewing (collectively referred to hereinafter as the "Patents") and (3) a corresponding Japanese counterpart application identified as JP application #5-129133 (referred to hereinafter as the "Japanese Application").

WHEREAS ASSIGNEE desires to acquire all legal and equitable rights, title, and interest in and to the Patents and the Japanese Application, and in and to any patents which may be granted and issued therefrom.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, warranties and agreements contained in that certain Patent and Patent Application Purchase Agreement by and among ASSIGNOR and ASSIGNEE, dated as of Sellember 5, 1998 (the "Agreement"), and other good and valuable consideration described herein, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE all legal and equitable rights, title and interest in and to the Patents and the Japanese Application, and any and all patents, whether U.S. or foreign, that are or may be granted therefrom, including without limitation any extensions, continuations, continuations-in-part, divisions, re-examinations, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Application"), including, but not limited to the right to enforce patent rights against acts of infringement occurring prior to the effective date of this Assignment and to sue for and recover for its own account past damages and

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all forms of legal and equitable relief, pertaining to the Assigned Patents and Patent Application held by PCS on the date of this Assignment.

ASSIGNEE expressly releases ASSIGNOR from any and all liability which may or could have resulted from any and all acts, whether intentional or otherwise, relating to prosecution of the patent applications in the United States Patent and Trademark Office, which resulted in issuance of the Patents.

ASSIGNOR represents and warrants that it has not granted and will not grant to others any rights in the Assigned Patents and Patent Application, as well as any rights inconsistent with the rights granted herein and granted in said certain Agreement between ASSIGNOR and ASSIGNEE.

ASSIGNOR agrees to take such further action and to execute such documents as ASSIGNEE may reasonably request to effect and confirm the conveyance to ASSIGNEE of the Assigned Patents and Patent Application and any improvements thereunder.

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this ASSIGNMENT in recognition of ASSIGNEE'S exclusive, entire legal and equitable rights, title, and interest in and to the Assigned Patents and Patent Application.

ASSIGNOR further authorizes and request the Commissioner of Patents and Trademarks of the Untied States to issue any Letters Patent granted on any division, continuation, reexamination, or reissue application covered by this Assignment or the Agreement, to ASSIGNEE, its successors and assigns, as the ASSIGNEE of the entire interest in and to said Letters Patent.

ASSIGNOR further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ASSIGNEE or its successors, assigns or nominees to apply for patent or other proper protection for any covered inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have hereunto set their hand and seal on the day and month of 1998 as indicated below.

PRODUCERS COLOR SERVICE, INC.

Ron Balousek

President

Date: SEPTEMBER 35, 1958

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PATENT

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Acknowledgment			
State of Michiga	/r	)	
State of <u>Michiga</u> County of <u>Daktan</u>	d	) ss )	
personally known to me subscribed to the within in	(or proved to me on the basis of instrument, and acknowledged to m	of satisfactory evalue that he execute	Public, personally appeared [insert name], vidence) to be the person whose name is did the same in his individual and authorized tity upon behalf of which the person acted,
IN WITNESS WHEREO	F, I have hereunto set my hand and	affixed my offic	ial seal the day and year first above written.
DISCOVISION ASS  Dennis Fischel  President	OCIATES Feeled	Date:	Christine A. Hazen  Notary Public in and for Said State CHRISTINE A. HAZEN  Notary Public, Oakland County, MI My Commission Expires Oct. 19, 2001  October 7, 1998
Acknowledgment Califo State ofOrange	ornia	) ) ss )	-
subscribed to the within in	(or proved to me on the basis on strument, and acknowledged to m	f satisfactory eve e that he execute	ablic, personally appeared Dennis Fischel, ridence) to be the person whose name is d the same in his individual and authorized ity upon behalf of which the person acted,
IN WITNESS WHEREOF	RITA M. PERRONE Commission # 1100829 Notary Public — Colifornia Orange County My Comm. Expires Jun 14, 20	Next I	Notary Public in and for Said State
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**RECORDED: 10/13/1998**