

FORM PTO-1595
1-31-92

AUG 31 1999

RECC

09-07-1999

J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-31-99

To the Honorable Commissioner of Patents and

101136633

al documents or copy thereof.

1. Name and Address of Conveying Party(ies):

PRISM VIDEO, INC.

Corporation/State: Delaware

Individual/Citizenship: _____

Additional name(s) of conveying party(ies) attached?

____ Yes ____ ☒ No

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

Name: AXCESS INC.

Internal Address: 3208 Commander Drive

Street Address:

City: Carrollton

State: Texas Zip: 75006

Corporation/State: Delaware

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

3. Nature of conveyance:

☒

Assignment

☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: July 28, 1999

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) 5,838,266

Additional Numbers attached?

☐ Yes ☒ No

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

Name: Terry J. Stalford

Internal Address: Baker & Botts, L.L.P.

Street Address: 2001 Ross Avenue

City: Dallas

State: Texas Zip: 75201

6. Total number of applications and patents involved: 11

7. Total Fee (37 CFR 3.41): \$40.00

☒

Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach Duplicate Copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Terry J. Stalford

Name of Person Signing

Signature

August 24, 1999

Date

Total number of pages including cover sheet

10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

09/03/1999 CVORACHA 00000053 07611142

01 FC:581

40.00 DP

PATENT ASSIGNMENT

This Patent Assignment (the "*Assignment*") is made this 28th day of July, 1999, by and between Prism Video, Inc., a Delaware corporation ("*Prism*"), and AXCESS Inc., a Delaware corporation ("*AXSI*").

The following recitals are true and constitute the basis for this Agreement.

- A. Prism and AXSI are parties to that certain Asset Purchase Agreement dated July 15, 1999 (the "*Purchase Agreement*"), pursuant to which AXSI will acquire substantially all of the assets of Prism including all of the patents and patent applications listed on Exhibit "A" attached hereto, including without limitation, all confidential information, inventions, improvements, discoveries and designs relating thereto (collectively, the "*Patents*");
- B. Prism and AXSI desire to execute and deliver this Patent Assignment in order to evidence the vesting in AXSI of the Patents.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Conveyance of Patents.** In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prism has, effective from and after the date hereof, conveyed, granted, sold, transferred, set over, assigned, delivered and confirmed, and by this Patent Assignment does, effective from and after the date hereof, convey, grant, sell, transfer, set over, assign, deliver and confirm unto AXSI, its successors and assigns, the Patents.

2. **Representations of Prism.**

(a) Prism is the owner of all rights, titles and interests in and to each of the Patents listed on Exhibit "A" attached hereto. All of the rights of Prism in the Patents are freely transferable. There are no claims or demands of any other person pertaining to any of the Patents and no proceedings have been instituted, or are pending or threatened, which challenge the rights of Prism in respect thereof.

(b) The Patents have been duly registered in, filed in or issued by the United States Patent and Trademark Office or such other applicable governmental office of any jurisdiction in which any patent or other protection has been sought and, except as listed on Schedule 3.25 of the Purchase Agreement, have been properly maintained and renewed in accordance with all applicable provisions of applicable law and administrative regulations.

(c) Prism has not granted rights in the Patents to any other party. Prism has no knowledge of any infringement by others of any rights of Prism under the Patents.

3. **No Third Party Beneficiaries.** Nothing in this Patent Assignment, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Prism, AXSI and their respective successors and assigns, any remedy or claim under or by reason of this Patent Assignment.

4. **Further Assurances.** Prism for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of AXSI, Prism will promptly execute and deliver, or cause to be executed and delivered, to AXSI all such further instruments and take all such further action as may be reasonably necessary or appropriate to more effectively transfer to AXSI, or to perfect or record AXSI's title to or interest in, or to enable AXSI to use, the Patents assigned to AXSI.

5. **Miscellaneous.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law provisions, statutes, regulations, or principles of this or any jurisdiction. This agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one instrument.

*****Remainder Intentionally Left Blank*****

IN WITNESS WHEREOF, Prism and AXSI have executed and delivered this Patent Assignment as of the date first written above.

PRISM VIDEO, INC.

By: 

Allan Griebenow, President

STATE OF TEXAS

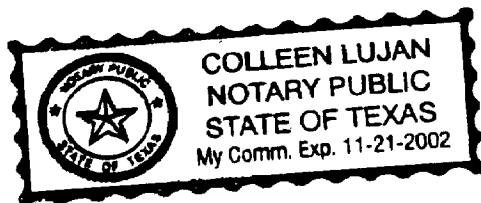
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COUNTY OF DALLAS

§

On this 28th day of July, 1999, personally appeared Allan Griebenow, to me known and known to me to be the President of Prism Video, Inc. and acknowledged that he executed the foregoing Assignment on behalf of said Prism and pursuant to authority duly received.




Notary Public

AXCESS INC.

By: 
Danny G. Hair, Chief Financial Officer

STATE OF TEXAS

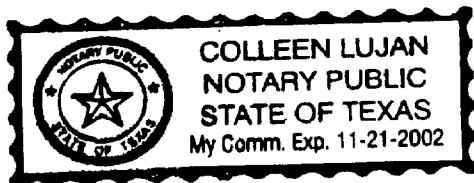
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COUNTY OF DALLAS

§

On this 28th day of July, 1999, personally appeared Danny G. Hair, to me known and known to me to be the Chief Financial Officer of AXCESS Inc. and acknowledged that he executed the foregoing Assignment on behalf of AXCESS Inc. and pursuant to authority duly received.



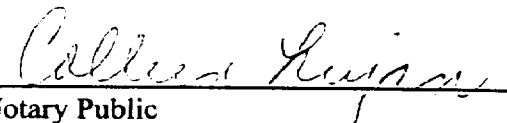

Notary Public

EXHIBIT "A"

Prism Video, Inc. Patents .

Country	Application Number:	Filing Date:	Patent Number:	Issue Date:	Status
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US	07/186,573	27-Apr-1988	4,849,807	18-Jul-1989	ISSUED
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US	07/186,574	27-Apr-1988	4,857,991	15-Aug-1989	ISSUED
AU	34147/89	25-Mar-1989	621104	29-Jun-1992	ISSUED
CA	594,742	23-Mar-1989	1326898	08-Feb-1994	ISSUED
DE	P68927068.2	26-Apr-1989	0339947	04-Sep-1996	ISSUED
EP	89304128.5	26-Apr-1989	0339947	04-Sep-1996	GRANTED
FR	89304128.5	26-Apr-1989	0339947	04-Sep-1996	ISSUED/LAPSED (Under Restoration)
GB	89304128.5	26-Apr-1989	0339947	04-Sep-1996	ISSUED/LAPSED (Under Restoration)
IT	89304128.5	26-Apr-1989	0339947	04-Sep-1996	ISSUED/LAPSED
JP	504323/89	25-Mar-1989	2609734	13-Feb-1997	ISSUED
KR	702456/89	25-Mar-1989	95661	12-Feb-1996	ISSUED/LAPSED
NL	89304128.5	26-Apr-1989	0339947	04-Sep-1996	ISSUED/LAPSED

Prism Video, Inc. Patents

Country	Application Number:	Filing Date:	Patent Number:	Issue Date:	Status
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NZ	228806	19-Apr-1989	228806	13-Jun-1991	ISSUED
ZA	89.2806	17-Apr-1989	89/2806	28-Dec-1990	ISSUED

US	07/186,575	27-Apr-1988	4,843,466	27-Jun-1989	ISSUED
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US	07/186,637	27-Apr-1988	4,914,508	03-Apr-1990	ISSUED
AU	33542/89	23-Mar-1989	616006	07-Feb-1992	ISSUED
CA	594758	23-Mar-1989	1,322,240	14-Sep-1993	ISSUED
DE	P68923648.4	26-Apr-1989	0339948	02-Aug-1995	ISSUED
EP	89304129.3	26-Apr-1989	0339948	02-Aug-1995	GRANTED
FR	89304129.3	26-Apr-1989	0339948	02-Aug-1995	ISSUED/LAPSED (Under Restoration)
GB	89304129.3	26-Apr-1989	0339948	02-Aug-1995	ISSUED/LAPSED (Under Restoration)
IT	89304129.3	26-Apr-1989	0339948	02-Aug-1995	ISSUED/LAPSED
JP	503910/89	23-Mar-1989	2583627	21-Nov-1996	ISSUED

Prism Video, Inc. Patents

Country	Application Number:	Filing Date:	Patent Number:	Issue Date:	Status
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KR	702453/89	23-Mar-1989	099913	27-May-1996	ISSUED
MX	15845	27-Apr-1989	166127	21-Dec-1992	ISSUED
NL	89304129.3	26-Apr-1989	0339948	02-Aug-1995	ISSUED/LAPSED
NZ	228808	19-Apr-1989	228808	21-Jun-1991	ISSUED
TW	78101617		NT44488	21-Jan-1991	ISSUED
ZA	89.2766	14-Apr-1989	89/2766	28-Dec-1990	ISSUED

US	07/187,050	27-Apr-1988	4,857,993	15-Aug-1989	ISSUED
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US	07/187,046	27-Apr-1988	4,847,677	11-Jul-1989	ISSUED
AU	35408/89	23-Mar-1989	617478	23-Mar-1992	ISSUED
CA	594,744	23-Mar-1989	1323094	12-Oct-1993	ISSUED
DE	P68926802.5	25-Apr-1989	0343790	10-Jul-1996	ISSUED
EP	89304116.0	25-Apr-1989	0343790	10-Jul-1996	GRANTED

Prism Video, Inc. Patents

Country	Application Number	Filing Date	Patent Number	Issue Date	Status
FR	89304116.0	25-Apr-1989	0343790	10-Jul-1996	ISSUED/LAPSED (Under Restoration)
GB	89304116.0	25-Apr-1989	0343790	10-Jul-1996	ISSUED/LAPSED (Under Restoration)
IT	89304116.0	25-Apr-1989	0343790	10-Jul-1996	ISSUED/LAPSED
JP	504986/89	23-Mar-1989	2619091	11-Mar-1997	ISSUED
KR	702454/89	23-Mar-1989	95663	12-Feb-1996	ISSUED/LAPSED
MX	15844	27-Apr-1989	166516	11-Jan-1993	ISSUED
NL	89304116.0	25-Apr-1989	0343790	10-Jul-1996	ISSUED/LAPSED
NZ	228809	19-Apr-1989	228809	21-Jun-1991	ISSUED
ZA	89.2800	17-Apr-1989	89/2800	28-Dec-1990	ISSUED
US	07/611,917	09-Nov-1990	5,140,412	18-Aug-1992	ISSUED
USSN	611,142	12-Dec-1990	5,838,266	17-Nov-1998	ISSUED

PRISM VIDEO, INC. PATENT & TRADEMARK PORTFOLIO

TRADEMARKS

"THE MOLE"

U.S.
CANADA
JAPAN
KOREA
TAIWAN
EUROPEAN COMM

REGISTERED 5/20/97
APPLIED FOR
APPLIED FOR 5/10/96
REGISTERED 5/14/98
REGISTERED 2/16/97
APPLIED FOR 5/3/96

REGISTRATION #748920
APP #808736
APP #49463/96
REGISTRATION #402061
REGISTRATION #748920
APP #251,017

"PRE-ALARM"

TAIWAN
U.S.

APPLIED FOR
REGISTERED 8/25/98

APP #(85) 21300
REGISTRATION #2,184,368

"PREVIEW"

U.S.

REGISTERED 2/23/99

REGISTRATION #2,226,471

"PC PEEK

U.S.

REGISTERED 9/8/98

REGISTRATION #2,188,004

PATENTS:

"CONDITIONAL UPDATE METHOD FOR VIDEO COMPRESSION"

U.S.

APPLIED FOR 3/20/98

APPLICATION #09/045,730

"VIDEO COMPRESSION APPARATUS AND METHOD"

U.S.

APPLIED FOR 3/20/98

APPLICATION #09/045,286

"FRAME AVERAGING FOR USE IN PROCESSING VIDEO DATA"

U.S.

APPLIED FOR 3/4/96

APPLICATION #08/610,618

"EVENT MONITORING"

U.S.

APPLIED FOR 9/4/98

APPLICATION #09/148,413