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M.M. 12/9/99

PATENTS ONLY

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

jc530 U.S. PTO 09/457819 12/09/99

1. Name of conveying party(ies):  
**Mark C. Fowler**  
 Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
 Execution Date: **12/7/99**

2. Name and address of receiving party(ies):  
**ATI International, SRL  
 Beaumont House  
 Hastings Christ Church  
 Barbados, West Indies**  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s): ; Attorney Docket No: 0100.000070  
 If this document is being filed together with a new application, the execution date of the application is: **12/7/99**

A. Patent Application No.(s): B. Patent No.(s):  
 Additional numbers attached?  Yes  No **09/457819**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Paul M. Anderson  
 Markison & Reckamp, P.C.  
 175 West Jackson Boulevard - Suite 1015**  
 City: **Chicago** State: **Illinois** Zip: **60604**

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00  
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 Authorized to be charged to deposit account if check insufficient or inadvertently omitted

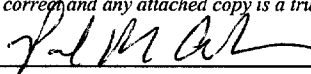
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*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Paul M. Anderson**  **12-9-99**

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

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PATENT APPLICATION

**ASSIGNMENT OF U.S. PATENT APPLICATION**

This is an assignment of patent rights between the inventor(s) Mark C. Fowler (herein after referred to as the Inventor) and ATI International, SRL having a place of business at Beaumont House, Hastings Christ Church, Barbados, West Indies (herein after referred to as the Assignee).

WHEREAS, Inventor has caused to be prepared a United States Patent Application in the Inventor's name entitled METHOD AND APPARATUS FOR MULTI-PASS TEXTURE MAPPING having a docket number of 0100.0000070 (herein after referred to as the Patented Invention); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Patented Invention.

NOW, THEREFORE, the parties agree as follows:

1. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in the Patented Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.
2. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in any foreign (non U.S.) national patent application, invention registration, or equivalent (Foreign Applications), claiming approximately the same subject matter of the Patented Invention to the Assignee.
3. The transfer set forth in Paragraph (2.) is in consideration for the sum of one dollar (\$1) U.S. (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventor by the Assignee. Consideration may include at least one of: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.
4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Patented Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee.
5. The Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.
6. The Inventor hereby further agrees to communicate with the Assignee any facts its knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

