

FORM PTO-1595
(Rev. 6-93)



U.S. Department of Commerce

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

7-27-00

101439553

Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):
Richard W. Webb

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date:
07-26-00

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

Vertical stamp: JCS42 U.S. PTO 09/626655 07/27/00

4. Application number(s) or registration number(s): ; Attorney Docket No: **0100.0000750**

If this document is being filed together with a new application, the execution date of the application is: **07-26-00**

A. Patent Application No.(s): B. Patent No.(s):

Additional numbers attached? Yes No

09/626655

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

Name: **Ross D. Snyder
Markison & Reckamp, P.C.
P.O. Box 06229
Wacker Drive
Chicago State: IL Zip: 60606-0029**

6. Total number of applications and patents involved: 1

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

8. Deposit account number: 50-0441
(Attach duplicate copy of this page if paying by deposit account)

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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.

Ross D. Snyder, Reg. No. 37,730

Name of Person Signing, Reg. No. Signature Date

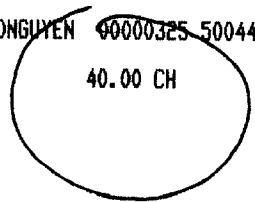
Total number of pages including cover sheet, attachments and documents: 3

Ross D. Snyder 27 July 2000

Mail documents to be recorded with required cover sheet information to:
**Commissioner of Patents and Trademarks, Office of Public Records,
Crystal Gateway 4, Room 335, Washington, D.C. 20231**

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PATENT APPLICATION

ASSIGNMENT OF U.S. PATENT APPLICATION

This is an assignment of patent rights between the inventor(s)

Richard W. Webb

(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 REDUCING NOISE IN AN IMAGE SEQUENCE

having a docket number of 0100.0000750 (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 it knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

7. The Inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignee:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications,
- iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date(s) of which the Inventor has signed.

Inventor:

Richard W. Webb 7/26/00
 Richard W. Webb Date:

Province of _____)
 Regional Municipality of _____)

SS:

Before me personally appeared said _____ and acknowledge the foregoing instrument to be his/her free act and deed this _____ day of _____, 20__

Seal

(Notary)