

[REDACTED]

2.16.01

PIPE JC68 OFFICE 3300
FEB 16 2001
TRADEMARK
T FOR RECORDING

BOX ASSIGNMENT

Please record the attached original document or copy thereof:

1. Name of parties conveying the interest:

Ridefilm Corporation
2. Name and address of party receiving the interest:


AAI Corporation
124 Industry Lane
Cockeysville, Maryland 21030
3. Description of the interest conveyed or transaction to be recorded:

[X] Assignment [] Other:
4. Application Number: 08/014,117

[] Document filed together with a patent application executed on
5. Address correspondence concerning this request to: VENABLE, Post Office Box 34385, Washington, D.C. 20043-9998.
6. Number of Applications, Patents or Registrations and total fee:

Patents: 1 patent rights @ \$40 Total: \$ 40.00

If a greater or lesser fee is required, please charge or credit Deposit Account No. 22-0261 accordingly and notify the undersigned.
7. Date of execution of document: January 10, 2001
8. If document is an assignment of a trademark right to an assignee who is not domiciled in the United States, such assignee has designated a domestic representative [] per attached designation [] other:
9. To the best of the knowledge and belief of the undersigned, the foregoing information is true and correct and any attached copy is a true copy of the original document.
10. Date: February 16, 2001



JPS/EJW/eba
Rev. 3/99
DC2-266158

PATENT
REEL: 011536 FRAME: 0428

PATENT APPLICATION AND KNOW-HOW ASSIGNMENT

Ridefilm Corporation, a Delaware corporation, having its principal place of business at One Rodney Square, 10th Floor, Tenth & King Streets, Wilmington, Delaware 19801 (the Assignor"), for good and valuable consideration as set forth in the Settlement Agreement dated January 16th, 2001 the receipt and sufficiency of which are hereby acknowledged:

Sells, assigns, and transfers to AAI Corporation, a Maryland corporation, having its principal place of business 124 Industry Lane, Cockeysville, MD 21030 (the "Assignee"), subject to the terms and conditions of said Settlement Agreement the entire right, title, and interest in and to the inventions for a motion bases system Motion Base System) set forth in the below-captioned patent applications and know-how (as hereinafter defined), including without limitation any and all improvements of the inventions (as hereinafter defined) disclosed and/or claimed therein, and including all divisional, continuing, substitute, renewal, reissue, and all other applications for patent which have been or shall be filed in the United States and all foreign countries with respect to such inventions and all original and reissued patents which have been or shall be issued in the United States and all foreign countries with respect to such invention and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such applications in the United States, and the right to sue and recover damages for past infringements, for the United States and all foreign countries of the patent claims being assigned hereby:

U.S. Patent Application No. 08/014,117
Date of Filing: February 5, 1993
Title: A Simulator System Having an Orthogonal Motion Base
Inventor: Douglas Trumbull

U.S. Patent Application No. 08/130,507
Date of Filing: October 1, 1993
Title: Three Axis Motion Platform
Inventor: Tom deSalvo

For purposes of this Assignment, "know-how" means the data or pertaining to the design, and installation of the Motion Base System and aspects, parts and components thereof (other than Software for the operation, control or use thereof), including but not limited to unique apparatus, methods, processes, formulae, devices, specifications, drawings, and documentation; "invention" means any patentable, or nonpatentable apparatus, methods, processes as described in the Patent Application, or designs of the Motion Base System.

Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed, other than the above-recited

NY01/CALVB/581475.210

Settlement Agreement, has been or will be made to others by the Assignor or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed thereby. Assignor further warrants that it has not acted in a manner which may jeopardize in any way rights transferred herein.

To be binding on the successors and assigns of the Assignor and to extend to the successors, assigns, and nominees of the Assignee.

RIDEFILM CORPORATION

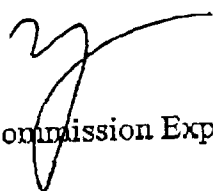
By:  **John M. Davison**
Vice President, Finance

By:  **MARK J. THORNLEY**
VICE PRESIDENT

Date: Jan. 10th / 01

PROVINCE OF ONTARIO
COUNTRY OF CANADA

On this 10th day of January, 2001, personally appeared JOHN M. DAVISON
MARK J. THORNLEY, to me known and known to me to be VICE PRESIDENT, FINANCE
VICE PRESIDENT of Ridefilm Corporation, the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignors and pursuant to authority duly received.


My Commission Expires: _____
Notary Public

NY01/CALVB/581475.211