

03-13-2001



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2-13-01

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Correction of PTO Error  
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Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other \_\_\_\_\_

**U.S. Government**  
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Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Video Processing Technology, formerly known as VidTech Corporation

Name (line 2) \_\_\_\_\_

Execution Date  
Month Day Year  
02/02/01

Second Party

Name (line 1) \_\_\_\_\_

Name (line 2) \_\_\_\_\_

Execution Date  
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Technology Licensing Corporation

Name (line 2) \_\_\_\_\_

Address (line 1) 2033 North Main

Address (line 2) Suite 750

Address (line 3) Walnut Creek California 94596

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

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03/09/2001 01 FC:581  
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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 011566 FRAME: 0255

**Correspondent Name and Address**

Area Code and Telephone Number: (925) 930-9647

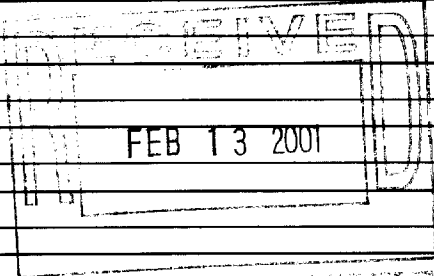
Name: R. Gordon Baker

Address (line 1): Technology Licensing Corporation

Address (line 2): 2033 North Main

Address (line 3): Suite 750

Address (line 4): Walnut Creek, California 94596



**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 3

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	4,868,428	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**Number of Properties** Enter the total number of properties involved. # One

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 16-1940

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Lorelei Cooper, (V.P. of Technology Licensing Corp.)  
Name of Person Signing

*Lorelei Cooper*  
Signature

2/9/01  
Date

## PATENT RIGHTS ASSIGNMENT

THIS AGREEMENT, entered into as of June 12, 2000 is between Video Processing Technology ("Vidpro"), formerly known as VidTech Corporation (herein, "ASSIGNOR") and Technology Licensing Corporation, a California corporation (herein "ASSIGNEE").

WHEREAS, by virtue of that certain Commercialization Agreement entered into by and between VidTech Corporation (now Vidpro), on the one hand, and J. Carl Cooper and Pixel Instruments Corp., on the other hand, as of December 30, 1988, and later amended by agreements dated January 19, 1991 and December 22, 1995 (herein, as so amended, the "ComAg"), ASSIGNOR obtained certain right, title and interest in the following United States patents and their foreign counterparts (including, but not limited to, those foreign counterparts listed below), including all divisionals, continuations, continuations in part, continuing prosecution applications, reissues, reexaminations, extensions thereof and the like (herein, collectively, the "PATENT RIGHTS"):

<u>U.S. Patent</u>	<u>Foreign Counterpart</u>
3,860,952	CAN 1,024,647 GB 1,485,471
3,900,885	CAN 1,139,426
3,993,982	CAN 1,015,457
4,018,990	
4,062,041	CAN 1,040,298
4,142,211	
4,305,091	CAN 1,180,440 CAN 1,190,315 GB 2,102,650B
4,313,135	CAN 1,167,157 AU 547590 PCT/US81/00978

<u>U.S. Patent</u>	<u>Foreign Counterpart</u>
4,335,393	EPO 0050152 FRA 0050152 GER 3177160.2-08 HOL 0050152 PCT 81/03098
4,532,541	
4,573,070	
4,665,431	
4,703,355	UK 2,181,325
Re. 33,535	GB 2,181,325
4,707,740	CAN 1,243,772 GB 2,189,108 JP 88562/87 JP 101921/95
4,707,741	CAN 1,246,207 GB 2,189,109

<u>U.S. Patent</u>	<u>Foreign Counterpart</u>
4,723,166	CAN 1,248,626 GB 2,189,107 Singapore Reg'n 9390902-6 JP 88561/87
4,803,547	CAN 1,286,395
4,816,830	
4,829,257	
4,868,428	

<u>U.S. Patent</u>	<u>Foreign Counterpart</u>
5,053,762	
5,097,218	
5,202,761	
5,424,780	
5,486,869	

WHEREAS, effective as of January 21, 1997, the ComAg was properly and effectively terminated under the provisions of Section L of the ComAg (herein, the "termination") and, by virtue of the termination, all right, title and interest in the PATENT RIGHTS previously held or claimed by ASSIGNOR were to be assigned and transferred to ASSIGNEE;

NOW, THEREFORE, the parties agree as follows:

ASSIGNOR, in consideration of payment by ASSIGNEE of one dollar (\$1.00) and other good and valuable consideration, assigns and conveys, and verifies and confirms the assignment and conveyance as of January 21, 1997 by virtue of the termination of the ComAg, of all right, title and interest that ASSIGNOR previously possessed and/or now currently possesses in the PATENT RIGHTS to ASSIGNEE including all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover damages (and any other appropriate relief) for past, present and future infringement of the rights previously assigned, or to be assigned under this Agreement.

ASSIGNOR covenants and agrees that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith and confirms and verifies that ASSIGNOR has no claim, right, title or interest in the PATENT RIGHTS.

ASSIGNOR further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said PATENT RIGHTS, and testify in any legal proceeding, sign all lawful papers, execute all divisionals, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the PATENT RIGHTS in all countries.

IN TESTIMONY WHEREOF, this agreement is executed below by an authorized representative of each party.

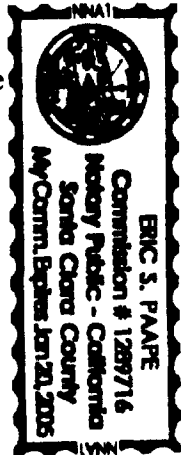
VIDEO PROCESSING TECHNOLOGY  
(formerly VidTech Corporation)

Date: \_\_\_\_\_

By: Daniel E. Leckrone  
Title: Chairman, President and Sole Shareholder  
By the Clerk of the Superior Court

*Daniel E. Leckrone, Deputy Clerk 2/2/01*

In the State of California, county of Santa Clara on 2/2/01, before me Eric S. Paape, Notary Public, personally appeared Ralph A. Wlate, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

*Eric S. Paape*

Notary Public

FRITTORRE, Chief Executive Officer/Clerk of the Court, Superior Court of California, County of Santa Clara. Signed pursuant to court order dated 1-25-01 in the matter of JOHN B. LECKRONE, et al, Case No. CD 764491 by Daniel E. Leckrone, Deputy.



TECHNOLOGY LICENSING CORPORATION

Date: 02-03-01

*Lois Walters*

By: Lois Walters  
Title: President

In the State of Ohio, county of Cuyahoga on 2/3/01, before me D. Johnson, Notary Public, personally appeared Lois Walters, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

*D. Johnson*

Notary Public

D. JOHNSON, Notary Public  
State of Ohio  
Residence - Cuyahoga County  
Commission Expires Feb. 27, 2002