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PATENT REEL: 011566 FRAME: 0270

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Correspondent Name and Addres	Area Code and Telephone Num	ber (925) 930-9647
Name R. Gordon Baker		
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(Enter for payment by deposit account or if	additional fees can be charged to the account.) Deposit Account Number:	# 16-1940
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To the best of my knowledge and attached copy is a true copy of the	d belief, the foregoing information is tr he original document. Charges to dep	osit account are authorized, as
indicated herein.		<u>,</u>
Lorelei Cooper, (V.P of Technology Licensir	ng Corp.) Abrelii Com	2/9/01
Name of Person Signing	Signature	Date

PATENT REEL: 011566 FRAME: 0271

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.S. Patent	Foreign Counterpart
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

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U.S. Patent	Foreign Counterpart
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

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U.S. Patent	Foreign Counterpart	U.S. Patent	Foreign Counterpart
4,723,166	CAN 1,248,626 GB 2,189,107 Singapore Reg'n 9390902-6 JP 88561/87	5,053,762	
4,803,547	CAN 1,286,395	5,097,218	
4,816,830		5,202,761	
4,829,257		5,424,780	
4,868,428		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 AS B Math, DFuth CIEW 2/2/01
satisfactory evidence to be the person(s acknowledged to me that he/she execut	f $\frac{5_{40}f_{a}}{ _{0} _{0}}$ on $\frac{2}{2} \frac{ _{0} }{ _{0} _{0}}$, before me $\underline{E_{r_{1}}}$, $\underline{5}$, $\underline{p_{aoc}}$, $ _{0} _{0} _{0} _{0} _{0} _{0} _{0} _{0}$
WITNESS my hand and official seal RI TORRE, Chief Executive Officer/Clerk of the County of Santa Clara. Signed pursuant to court order and as a count order of the court order order of the court order of the court order or	dated $f_{2} = 0^{-01}$ in the matter q_{2}^{*}
Date: 02-03-01	By: Lois Walters Title: President

In the State of OHo, county of CuyAhogA on 2/3/o1, before me D. Johnson Notary Public, personally appeared Lois Watters, 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

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Notary Public

J. JCHNSON, Notary Public State of Ohiodence - Cuyahoga County mmission Expires Feb. 27, 2002

PATENT REEL: 011566 FRAME: 0274

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RECORDED: 02/13/2001