03-13-2001

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FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

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Conveying Party(ies)	Mark if additional names of conveying parties attached Execution Date Month Day Ye
Name (line 1) Video Processing Technology, for	
Name (line 2)	
Second Party	Execution Date Month Day Yo
Name (line 1)	
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Name (line 1) Technology Licensing Corpora	If document to be re is an assignment ar receiving party is no
Name (line 2)	domiciled in the Uni States, an appointm
Address (line 1) 2033 North Main	of a domestic representative is att (Designation must be
Address (line 2) Suite 750	separate document Assignment.)
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**PATENT** 

**REEL: 011566 FRAME: 0830** 

FORM PTO Expires 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
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Address (line 4)	Walnut Creek, California 9459	96	
Pages		ages of the attached conveyance do	ocument # 3
Application	Number(s) or Patent Nu	mber(s)	ark if additional numbers attached
		Patent Number (DO NOT ENTER BOTH num	nbers for the same property). atent Number(s)
Pate	ent Application Number(s)	Re. 33,535	atent Number(s)
	s being filed together with a <u>new</u> Pat it named executing inventor.	ent Application, enter the date the patent app	Dication was Month Day Year
Patent Coop	eration Treaty (PCT)	PCT PCT	PCT
	r PCT application number	-	
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Number of P	Properties Enter the to	otal number of properties involved.	# One
Fee Amount	Fee Amount	for Properties Listed (37 CFR 3.4	1): \$ 40.00
Deposit	Account	losed Deposit Account X	
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		Authorization to charge additional fees	s: Yes X No
Statement a	nd Signature		
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	(V.P of Technology Licensing	Corp.) Morela Coop	2/9/01
Name	of Person Signing	Signature /	Date

PATENT REEL: 011566 FRAME: 0831

## 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

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
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.S. Patent	Foreign Counterpart
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.

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

## VIDEO PROCESSING TECHNOLOGY (formerly VidTech Corporation)

	By: Daniel E. Leckrone
	Title: Chairman, President and Sole Shareholder
	Pro the Cloude of the Committee Count
	Las B Mat, Desur Clerk 3/2/01
In the State of Lalia	nally appeared $9_0$ ,
Notary Public, persor	nally appeared h. h. w., personally known to me/proved to me on the basis
	to be the person(s) whose name(s) is subscribed to the within instrument and
	that he/she executed the same in his/her authorized capacity, and that by his/her ument the person, or the entity upon behalf of which the person acted, executed the
instrument.	union the person, of the entity upon behan of which the person acted, executed the
WITNESS my hand a	
DRRE Chief Evacutive Off	Notary Public Ficer/Clerk of the Court, Superior Court of California,
of Santa Clara. Signed purs	suant to court order dated $\frac{2^{2}-0}{2^{2}}$ in the matter $\frac{2^{2}-0}{2^{2}}$
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D & Mat	, Deputy.
	TECHNOLOGY LICENSING ORPORATION
Date: 02-03-	- 21 Land Dage
Date. Va Va	By. Lois Walters
	Title: President
1.	
In the State of OH	o, county of Cuya hoga on 2/3/01, before me D. Johnson
Notary Public, person	nally appeared Lois Walters, personally known to me/proved to me on the basis
	to be the person(s) whose name(s) is subscribed to the within instrument and
	that he/she executed the same in his/her authorized capacity, and that by his/her ument the person, or the entity upon behalf of which the person acted, executed the
instrument.	unient the person, or the entity upon behalf of which the person acted, executed the
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WITNESS my hand a	and official seal
•	Notary Public
	A JOHNSON MARKET TO A
	ن. JCHNSON, Notary Public State of Ohio
	D. JOHNSON, Notary Public State of Ohio Didence – Cuyahoga County Dimmission Expires Feb. 27, 2002

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