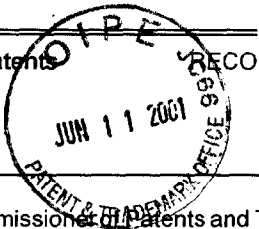


Assistant Commissioner for Patents
BOX ASSIGNMENTS
Washington, D.C. 20231
Document ID No. 101251923



06-19-2001



101753774

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 52969-010

To the Honorable Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. A. Name of conveying party(ies):

Invention Machine Corporation

B. Additional name(s) of conveying
party(ies) attached? ☐ Yes ☒ No

2. A. Name and address of receiving party(ies):

Pragmatic Vision, Inc.
225 Friend Street
Boston, MA 02114

B. Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. A. Nature of conveyances:

Assignment of rights under Exclusive License

B. Execution Dates: a) December 28, 1999

WFO 6/11/01

4. A. If this document is being filed together with a new application, the execution date of the application is: _____

B. Patent Application No.(s)
None

C. Patent No.(s)

5,423,477

5,472,139

D. Additional numbers attached? ☐ Yes ☒ No

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

Willem F. Gadiano, Esq.
McDermott, Will & Emery
600 13th Street, NW
Washington, D.C. 20005

6. Total number of applications
and patents involved: 2

7. A. Total fee (37 CFR 3.41).....\$ 80

B. Enclosed (Check No. _____)

8. Credit any overpayment or charge any underpayment to
deposit account number 50-0417

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.

Willem F. Gadiano

Willem F. Gadiano, Esq.

Reg. No. 37,136

Date: June 11, 2001

Total number of pages including cover sheet, attachments, and document: _____

06/18/2001 LMDLELLER 00000085 500417 5423477

01 FC:581

80.00 CH

WDC99 250062-1.056957.0031

PATENT
REEL: 011887 FRAME: 0435

AMENDMENT TO ASSIGNMENT OF EXCLUSIVE LICENSE
AND
ASSIGNMENT OF LICENSE NUNC PRO TUNC

AMENDMENT TO ASSIGNMENT OF EXCLUSIVE LICENSE AND ASSIGNMENT OF LICENSE NUNC PRO TUNC (this "*Amendment*") by and between INVENTION MACHINE CORPORATION, a Delaware company (the "*Company*"), and PRAGMATIC VISION, INC., a Delaware company ("*PVI*"), dated as of June __, 2001.

WHEREAS the Company is the licensee of certain Exclusive Licenses (collectively, the "*Exclusive Licenses*") to make, use, and sell products covered by (i) United States Patent No. 5,423,477, issued June 13, 1995 (subject matter: Pizza Box) and (ii) United States Patent No. 5,472,139, issued December 5, 1995 (subject matter: Pizza Box);

WHEREAS, pursuant to that certain Assignment of Exclusive License (the "*Assignment Agreement*") by and between the Company and PVI dated December 30, 1999, the Company granted, assigned and transferred to PVI its entire right, title, and/or interest in and to said Exclusive Licenses to make, use and sell products under said patents, for the full term or terms for which the same may be granted;

WHEREAS, PVI subsequently assigned all of its rights, obligations and liabilities under the Exclusive Licenses to Pragmatic Vision International, LLC;

WHEREAS, the Company and PVI desire to amend the Assignment Agreement, *nunc pro tunc*, to reflect the original intention of the parties that the assignment by the Company to PVI of the Exclusive Licenses be effective as of December 28, 1999;

NOW THEREFORE, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Amendment. The third paragraph of the Assignment Agreement is hereby amended and restated, *nunc pro tunc*, to read in its entirety as follows (with inserted text underlined):

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, assignor hereby sells, assigns, and transfers to assignee, effective as of December 28, 1999, its entire right, title and/or interest in the Exclusive Licenses to make, use, and sell products under said patents (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents), for the full term or terms for which the same may be granted.

2. Effectiveness of Assignment Agreement. Except as amended hereby, the Assignment Agreement is unmodified and in full force and effect.

3. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

4 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

5. Further Assurances. The Company hereby grants PVI, its successors, legal representatives and assigns, the power to insert on this instrument any further identification that may be necessary or desirable to comply with the recordation rules of any appropriate and competent authority. The parties to this Amendment agree to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Assignment Agreement and Assignment of License Nunc Pro Tunc as of the date first written above.

ASSIGNOR:

INVENTION MACHINE CORPORATION

By: _____ Date _____
Name: _____
Title: _____

ASSIGNEE:

PRAGMATIC VISION, INC.

By: Thomas T. Lewis Date 6-11-01
Name: Thomas T. Lewis
Title: CEO

12/30/99 13:23 FAX 617 5353800

002

ASSIGNMENT OF EXCLUSIVE LICENSE

WHEREAS INVENTION MACHINE CORPORATION, a Delaware corporation having a principal place of business at 133 Portland St., Boston, MA 02114 (hereafter "assignor") is the licensee of certain Exclusive Licenses to make, use, and sell products covered by the United States Patents identified below (hereafter collectively and severally "patents"), said Exclusive Licenses, attached hereto as Exhibit A being recorded at the U.S. Patent and Trademark Office at Reel 7344, Frames 0788-0792 and Reel 7628, Frames 0667-0670.

1. Patent No. 5,423,477 Issued: June 13, 1995 Subject matter: Pizza Box.
2. Patent No. 5,472,139 Issued: Dec 5, 1995 Subject matter: Pizza Box.

WHEREAS, PRAGMATIC VISION, Inc., a Delaware corporation with a place of business at 225 Friend St., Boston, MA 02114, (hereafter "assignee" which term shall include its successors, assigns, and transferees) is desirous of obtaining assignor's entire right, title and/or interest in the Exclusive Licenses,

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, assignor, hereby sells, assigns, and transfers to assignee its entire right, title and/or interest in the Exclusive Licenses to make, use, and sell products under said patents (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents) for the full term or terms for which the same may be granted.

ASSIGNOR hereby represents and covenants that, since it obtained said Exclusive Licenses in said patents, no assignment, transfer, sale, agreement or encumbrance has been or entered into which would conflict with this assignment, sale, and transfer and that any encumbrance thereon has been fully removed, cleared and satisfied.

ASSIGNOR further covenants that, upon assignee's request, it will promptly provide to assignee all pertinent facts and documents relating to said patents as may be known to and within the control of assignor and assignor will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to assignee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for any reissue or obtain, maintain, issue and enforce said patents.

IN WITNESS WHEREOF, assignor has hereunto set its hand and seal on the date indicated.

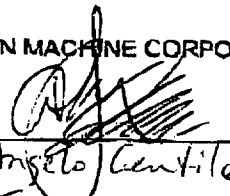
ASSIGNOR

INVENTION MACHINE CORPORATION

By:

Name:

Title:


Angelo Gentile
CFO

Date

12-30-99

BS799 1090367-5.052969.061C

EXHIBIT A

IMC's recorded Exclusive Licenses under the '477 and '139 patents

Attached

BST99 1090367-S.052969.0010

RECORDED: 06/11/2001

PATENT
REEL: 011887 FRAME: 0440