PATENT REEL: 012806 FRAME: 0155

ASSIGNMENT

WHEREAS we, **DAVID W. BROWN** and **JAY S. CLARK**, (hereinafter referred to as "ASSIGNORS"), have made a new and useful invention relating to **SYSTEMS AND METHODS FOR GENERATING AND COMMUNICATING MOTION DATA THROUGH A DISTRIBUTED NETWORK**, for which invention ASSIGNORS have executed an application for Letters Patent of the United States, which application has been identified as Serial No. $\frac{10/020,838}{10/02001}$, filed in the United States Patent and Trademark Office on $\frac{12/10/2001}{10/02001}$ (authority here being given to insert in this Assignment the filing date and serial number of said application);

WHEREAS, **ROY-G-BIV CORPORATION**, (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 154 E. Bingen Point Way, Suite E, Bingen, Washington 98605, is desirous of acquiring the entire right, title and interest in and to said invention and any and all improvements thereon, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all improvements thereon, and any and all continuation, division, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment and Sale not been made; and, we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNORS also agree that this Assignment includes ASSIGNORS' Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNORS further agree that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNORS further agree that they will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said application or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNORS; and, that ASSIGNORS will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

EXECUTED at Bingen, Washington, this 21

_ day of

, 2002.

DAVID W. BROWN

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Bingen, Washington 98605

PATENT RECORDED: 04/11/2002 REEL: 012806 FRAME: 0156