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Form PTO-1595 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌

REGISTRATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Multimedia Systems Corporation

07/02/02

2. Name and address of receiving party(ies)

Name: Scott W. Lewis

Internal Address:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination of assignment, return of ownership to inventor

Street Address: 540 N. Santa Cruz Ave., #169

City: Los Gatos State: CA Zip: 95030

Execution Date: 12/24/01

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s) 5325423 ; 564946; 5488411 ; 5564001 ; 5612730 ; 5638426

Additional numbers attached?  Yes  No

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

Name: Dr. Scott W. Lewis

Internal Address:

Street Address: 540 N. Santa Cruz Ave., #169

City: Los Gatos State: CA Zip: 95030

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

07/06/2002 01 FC:581

BBYRNE 00000106 5325423

360.00 OP Scott W. Lewis Name of Person Signing

Signature

5/15/02 Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

**ATTACHMENT TO FORM PTO-1595**

Section 8, Additional (3 additional to the 6 on the Form PTO-1595 for a total of 9 patents) Patent Numbers for inclusion in Section 8:

5745379 ; 5835126 ; 5845088

# MULTIMEDIA SYSTEMS

CORPORATION

Advanced Internet & Interactive Technology

December 24, 2001

## CONFIRMATION OF TERMINATION OF ASSIGNMENT AGREEMENT & RETURN OF OWNERSHIP TO ORIGINAL INVENTOR

This letter confirms that as of 12/24/01 Multimedia Systems Corporation (the "Company") has not provided the payments to Dr. Scott Lewis (under the agreements, the "Holder") required by Section 3 of the First Amendment to the Technology Assignment Agreement dated 12/24/1991 (together with the Technology Assignment Agreement dated 12/15/1991, the "Assignment Agreement") and pursuant to Section 3, the Assignment Agreement is automatically terminated and the Company per Section 3 "*agrees that the assignments under the Agreement shall be cancelled (as of 12/24/01) and all ownership of the Holder Technology of Section 1 (now embodied in nine U.S. patents, two New Zealand patents, two Australian patents, two Korean patents, and other patents pending, among other elements) shall become (as of 12/24/01) the sole ownership of the Holder, including but not limited to all patents, patent applications, trademarks, trademark applications, licenses, or contracts utilizing or relating to the Holder Technology.*"

The nine issued U.S. patents who, per Section 3 of the Assignment Agreement, now have full ownership returned to the Holder include the following patents identified by their respective patent number: 5,325,423 ; 5,464,946 ; 5,488,411 ; 5,564,001 ; 5,612,730 ; 5,638,426 ; 5,745,379 ; 5,835,126 ; and 5,845,088.

MULTIMEDIA SYSTEMS CORPORATION

By: \_\_\_\_\_

**Dr. Scott W. Lewis**  
**Multimedia Systems Corporation**  
**Chairman**

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

12/24/01

MULTIMEDIA SYSTEMS CORPORATION

FIRST AMENDMENT TO TECHNOLOGY ASSIGNMENT AGREEMENT

This First Amendment ("Amendment") to the Technology Assignment Agreement ("Agreement") dated December 15, 1991, (collectively the "Assignment Agreement") is entered into by Dr. Scott W. Lewis ("Holder"), an individual, and Multimedia Systems Corporation, a California corporation ("Company"), having its principal place of business at 15001 Bohlman Road, Saratoga, California 95070, as of this 24<sup>th</sup> day of December, 1991.

Whereas, on December 15, 1991, the Company and Holder entered into the Agreement which provides for the assignment of rights in the Holder's Invention as defined in the Agreement for inventions invented on or prior to December 15, 1991, and

Whereas, the Company and Holder desire to expand the Agreement to cover inventions invented after December 15, 1991 and up to the date of the termination of assignments as provided for herein this Amendment,

Therefore, the Company and Holder agree to the following:


1. That the Exhibit A, "Scope of Invention for Assignment" in the Agreement shall be replaced in its entirety by the following: "The area of invention for assignment consists of the techniques, technology, and apparatus developed by Dr. Scott W. Lewis pertaining to interactive multimedia production, transmission, and display over a communication network, invented on or prior to the earlier of ten years from the date of the Agreement, namely December 15, 2001, or prior to the termination of the assignment as provided by Section 3 of the First Amendment to the Technology Assignment Agreement."
2. In consideration for the invention extension of Section 1, that the Company agrees to file and pay all costs associated with the filing of patents and trademarks in both the United States and internationally for all Holder technology provided for in Section 1 ("Holder Technology".) Company agrees to collect all royalties and amounts payable under licenses from the Company for use of the Holder Technology and agrees to pay Holder the sum

of one-hundred thousand dollars per year (\$100,000.00), the Holders annual payment ("Annual Payment".) Holder agrees the Company may at its choice pay or accrue payment of the Annual Payments for a period of five years after which any accrued payment will be paid to the Holder and the Annual Payments will be paid by the Company to the Holder each year upon the anniversary of this Amendment, namely the 24th of December of each year. If such payments are not made as specified, the Holder shall have the right to terminate the Assignment Agreement according to Section 3 of this Amendment.

3. In the event that the Holder after ten years from this Amendment, namely the 24th of December 2001, has not been paid by the Company the sum of one million dollars, or that the Company does not pay the Annual Payment as specified in Section 2, or that the Company fails to file and pay for patents and trademarks or to collect royalties as provided in Section 2, or in the event that the Company breaches any provisions of the Assignment Agreement, the Assignment Agreement shall terminate, specifically the ~~First~~ First Amendment to the Technology Assignment Agreement and the Technology Assignment Agreement shall terminate upon the tenth year anniversary of this Amendment, namely December 24th, 2001, (the "Tenth Anniversary") in accordance with this Section 3. This termination shall be automatic unless the Company receives a written notice from the Holder prior to the Tenth Anniversary confirming that all payments have been received by the Holder and that the Company is in accordance with the terms of the Assignment Agreement. Upon termination, the Company agrees that ~~the~~ the assignments under the Assignment Agreement shall be cancelled and all ownership of the Holder Technology of Section 1 shall become the sole ownership of the Holder, including but not limited to all patents, patent applications, trademarks, trademark applications, licenses, or contracts utilizing or relating to the Holder Technology ("Return of Technology"). Upon this automatic termination and Return of Technology to the Holder, Holder agrees to forgive the Company for all Annual Payments due to Holder in exchange for a secured promissory note in the amount of two-hundred thousand dollars payable from the Company to the Holder with said promissory note being secured by all of the assets of the Company and with said promissory note being payable on demand from the Holder with an interest being accrued on an annual basis at the rate of five percent per annum.


IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first indicated above, with this Amendment superceding any prior written agreements between the parties.

MULTIMEDIA SYSTEMS CORPORATION

By:   
Dr. Scott W. Lewis  
President

Address: 15001 Bohlman Road, Saratoga,  
CA 95070

HOLDER

By:   
Dr. Scott W. Lewis  
President

Address: 15001 Bohlman Road, Saratoga,  
CA 95070