

07-25-2002

ASSIGN



SHEET

102167588

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)

a) Name: FutureTel Inc., a Florida corporation
Address: 1092 Arques Avenue
Sunnyvale, CA 94086

7-23-02

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

a) Name: Picostar LLC, a California corporation
Address: 897 Commercial Street
P.O. Box 60280
Palo Alto, CA 94303

3. Nature of conveyance

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other _____	<input type="checkbox"/>	License Agreement

Execution Date: November 2, 2001

4. Application Number(s) or Patent Number(s): 6,201,925 (Issued 03/13/01) previously 08/947,771

The title of the (new) application is: METHOD AND APPARATUS FOR EDITING VIDEO FILES

5. Please send all correspondence concerning this (these) documents to:

Beyer Weaver & Thomas, LLP
P.O. Box 778
Berkeley, CA 94704-0778
Ph: (650) 961-8300
Fax: (650) 961-8301
(Customer Number: 022434)

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed
☐ Any additional fees are authorized to be charged to Deposit Account No. 500388
(Order No. _____)

8. 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.

Date: July 17, 2002

07/24/2002 LMUELLER 00000133 6201925

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40.00 DP

Steve D Beyer
Registration No. 31,234

Attorney Docket No. FUT1P001

(Revised 12/01)

PATENT
REEL: 013101 FRAME: 0868

RECEIVED JUL 23 AM 10:25
FINANCE SECTION

Declaration of Thomas E. Simpson

I, Thomas E. Simpson, an individual residing at 2451 Marjorie Court Mountain View, 94043 declare as follows:

1. I was the Chief Executive Officer of FutureTel Inc., a Florida corporation having a place of business in Sunnyvale, CA (hereinafter FutureTel) from approximately Mid-October of 1999 until my resignation which was effective in late February of 2001.

2. In approximately September of 2000, with myself acting on behalf of FutureTel, FutureTel entered an oral agreement with PicoStar LLC, a California Limited Liability Company (hereinafter PicoStar) and Beyer Weaver & Thomas, LLP, a California Limited Liability partnership (hereinafter BWT) concerning a group of eight U.S. Patents/Patent Application and three Japanese Patent Applications which are collectively referred to as the MPEG Video Editor Patents. The MPEG Video Editor Patents are specifically:

Attorney Docket No.	Application No.	Patent No.
FUT1P001	08/947,771	
FUT1P002	08/948,380	
FUT1P003	08/947,646	
FUT1P004	08/948,352	
FUT1P005	08/948,350	
FUT1P006	08/947,844	
FUT1P007	08/968,550	5,886,692
FUT1P008	08/968,026	5,880,722

3. I have reviewed the attached document entitled FutureTel Patent Agreement. Although I have no specific recollection of having executed this document, it reflects my recollection of the terms of the oral agreement. Briefly, under the oral agreement, FutureTel assigned the MPEG Video Editor Patents to PicoStar, PicoStar agreed to take over the costs and responsibility for the prosecution and of the MPEG Video Editor Patents and share 1/3 of any profits made on exploiting the MPEG Video Editor Patents with FutureTel, and Beyer Weaver & Thomas LLP (FutureTel's Patent Counsel – hereinafter referred to as BWT) agreed to write off all amounts owed by FutureTel to BWT.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

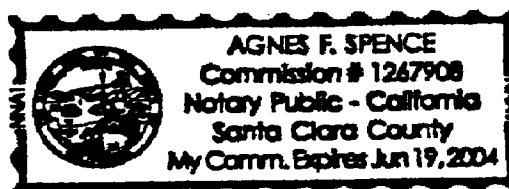
By: Thomas E. Simpson
Thomas E. Simpson

State of California)
County of SANTA CLARA) ss.

On this 2 day of NOVEMBER, in the year 2001, before me, AGNES F. SPENCE, Notary Public, personally appeared Thomas E. Simpson, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity(ies), 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.

Notary Signature Agnes F. Spence



FutureTel Patent Agreement

This three way Agreement is entered by and between FutureTel Inc., a Florida corporation having a place of business in Sunnyvale, CA (hereinafter FutureTel), Beyer Weaver & Thomas LLP, a law firm having a place of business in Mountain View California (hereinafter BWT) and PicoStar, LLC, a California Limited Liability Company having a place of business in Palo Alto, CA (hereinafter PicoStar).

BACKGROUND

In the 1996 timeframe, FutureTel retained a predecessor of BWT to prepare a group of eight United States patent applications (identified in Appendix A) related to MPEG video editors. At the time, Mr. Eric Brewer was FutureTel's chief architect and a key contributor to all of the identified applications. These applications are collectively referred to herein as the "MPEG Video Editor Patents". There are also three Japanese patent applications that relate to the MPEG Video Editor Patents (referred to as the "Corresponding Japanese Applications" herein). The Corresponding Japanese Applications are also identified in Appendix A.

Since that time, FutureTel's business interests in the MPEG video editor space has waned and they came to the conclusion that paying for continued prosecution of the MPEG Video Editor Patents was not in FutureTel's best interests based on FutureTel's strategic plans and budgets, etc. Since leaving FutureTel, Mr. Eric Brewer and Mr. Tom Gilley started a technology development and holding company, PicoStar. In a meeting between FutureTel's CEO, Mr. Tom Simpson and Mr. Brewer, Mr. Brewer indicated that he believed that PicoStar may be able to find a way to exploit the technology and that therefore he was interested in pursuing the MPEG Video Editor Patents. Accordingly, the parties FutureTel Inc., PicoStar LLC and Beyer Weaver & Thomas, LLP have come to the following Agreement.

TERMS OF AGREEMENT

1. FutureTel hereby assigns full title and interests in the MPEG Video Editor Patents and the Corresponding Japanese Applications to PicoStar. FutureTel retains a non-exclusive, non-transferable, royalty free license to the MPEG Video Editor Patents and the Corresponding Japanese Applications.
2. BWT will not charge PicoStar any service fees for prosecuting the MPEG Video Editor Patents that have not yet issued and will perform the services associated with maintaining any patents that eventually issue based on any of the MPEG Video Editor Patents without charging any service fees for such maintenance.
3. BWT will write off the current balance owed BWT by FutureTel as of the date of this agreement.
4. BWT has and will handle the prosecution, issuance and maintenance of the MPEG Video Editor Patents at the direction of PicoStar as a client in accordance with its normal practices. PicoStar will pay all out of pocket costs and expenses incurred by BWT related to the prosecution, issuance and maintenance of the MPEG Video Editor Patents, including any patent office fees that may come due in relation to the prosecution, issuance and maintenance of those applications.

5. At the time of this writing, it is believed that nothing is absolutely required to be done with respect to the Corresponding Japanese Applications until the year 2004. (although there are certain advantages to pursuing those patents at an earlier date).

6. BWT will not charge PicoStar for any of BWT's own services in connection with the prosecution, issuance and maintenance of the Corresponding Japanese Applications. However, it is expected that should PicoStar elect to proceed with the prosecution of any of the Corresponding Japanese Applications, that the Japanese patent attorneys handling the Corresponding Japanese Applications will have non-trivial charges associated with their work and that such charges will be treated as out-of-pocket expenses of BWT's to be borne by PicoStar.

7. PicoStar will pay FutureTel and BWT each 1/3rd of any net proceed (e.g., including royalty payments and sale proceeds) received that are attributable to the MPEG Video Editor Patents and the Corresponding Japanese Applications. Net proceeds are defined as gross proceeds minus reasonable actual out-of-pocket expenses.

8. PicoStar agrees to make reasonable efforts to exploit the MPEG Video Editor Patents and the Corresponding Japanese Applications and not to license or convey any interest in the patents to an entity PicoStar has control of or a substantial interest in, at less than fair market value without first obtaining the consent of both FutureTel and BWT.

9. PicoStar may elect at any time to discontinue further prosecution of a particular one of the patents or patent applications covered by this agreement and/or terminate their responsibilities with respect to a particular patent or patent application under this agreement. Should PicoStar make such an election, they shall do so by notifying both BWT and FutureTel of their election and intent to allow such patent or patent application to lapse and paying any BWT out of pocket expenses incurred to date. At that point FutureTel and/or BWT may elect to take over PicoStar's obligations regarding the costs and responsibilities associated with further prosecution and maintenance of such patent or patent application. If such an election is made, PicoStar agrees to assign their rights to such patent or patent application to the electing party(s).

10. BWT may elect at any time to discontinue its cost free services with respect to the prosecution, issuance or maintenance of a particular one(s) of the patents or patent applications covered by this agreement. BWT may do so by informing PicoStar of its election and quit claiming its rights to any and all payments based on proceeds from such patents or patent applications.

11. Each party warrants that it has no conflicts with any of the provisions of this Agreement.

12. This agreement supersedes all prior agreements oral or written, including the tentative oral agreement between the parties under which work began in approximately September of 2000. This agreement may only be modified by a written agreement of all of the parties.

13. The parties all acknowledge that BWT is a law firm and that one component of this agreement is BWT's agreement to take a partial interest in the patents as part of the compensation for its services. This type of fee arrangement is well outside the norm for BWT and BWT has agreed to this arrangement only because PicoStar specifically requested the arrangement and FutureTel had indicated an intention to allow these applications to become abandoned absent the offer from PicoStar. BWT hereby advises that in signing this agreement, both PicoStar and

FutureTel (and FutureTel in particular) are giving up significant legal rights and strongly advises each party to have independent counsel review this agreement. PicoStar and FutureTel also expressly acknowledge that BWT is not acting as their legal representative in connection with this agreement and expressly waive any potential conflicts that BWT may have in entering this agreement or in performing its duties under this agreement. FutureTel and PicoStar also acknowledge that in the event that a dispute between the parties arises in connection with this agreement, BWT would not be able to represent either FutureTel or PicoStar in such a dispute.

14. No party hereto shall be liable for failure to perform its obligations under this Agreement if such failure is due to acts beyond its control, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government in either its sovereign or contractual capacity, fires, floods, strikes, lock outs, freight embargoes, inclement weather.

15. FutureTel, PicoStar and BWT agree to first mediate any dispute regarding the terms of this Agreement or the parties' performance.

16. The validity, interpretation, and performance of this Agreement will be controlled and construed under the laws of the State of California. Venue in any action in law or equity arising from the terms and conditions of this Agreement shall be the court of appropriate jurisdiction in Santa Clara County, California.

17. Any and all clauses, parts or sections of this Agreement found by a court of law to be unenforceable shall not affect the enforceability of the rest of this Agreement.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement which is to be effective March 1, 2001.

FutureTel Inc.

By: _____
Tom Simpson
Title: Chief Executive Officer
Date: _____

PicoStar, LLC

By: _____
Eric T. Brewer
Title: President
Date: _____

Beyer, Weaver & Thomas, LLP

By: _____
Steve D Beyer
Title: Partner
Date: _____