(Rev. 03/01)	RE		U.S. DEPARTMENT OF COMMER
OMB No. 0651-0027 (exp. 5/31/2002)	10224	17629	U.S. Patent and Trademark Of
Tab settings \Rightarrow \Rightarrow \Rightarrow	<u> </u>	<u> </u>	V V
To the Honorable Commissioner o	of Patents and Trademarks:	Please record the attached	original documents or copy thereof.
1. Name of conveying party(ies): Richard W. Webb //	1.7102	Name: <u>ATI Intern</u>	s of receiving party(ies) ational, SRL
Additional name(s) of conveying party(ies) a	attached? 📮 Yes 🖆 No		
3. Nature of conveyance:			
	Merger	E	Beaumont House, Hastings
Security Agreement	Change of Name		irbados, West Indies
		City:	State:Zip:
Execution Date:		Additional name(s) & a	ddress(es) attached? 📮 Yes 🗳 N
E. Nome and address of matrix 4		ached? 🛄 Yes 🗳 No	
5. Name and address of party to whether the second se	hom correspondence	6 Total number of an	lipptions and notants involved.
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concerning document should be r Name:_Christopher J. Recka	mailed:		Dications and patents involved:
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Name:_Christopher J. Recka Vedder, Price, k Internal Address: <u>Kammholz</u>	mailed: Imp Kaufman &	7. Total fee (37 CFR 3	3.41)\$ <u>40.00</u> be charged to deposit account cies or credit any overpayment to:
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Name:_Christopher J. Recka Vedder, Price, M Internal Address: <u>Kammholz</u> 	mailed: mp Kaufman & e Street Zip: 60601 DO NOT USE I belief, the foregoing in ment.	 7. Total fee (37 CFR 3 Enclosed Authorized to b Charge any deficient 8. Deposit account nu 50-0441 (Attach duplicate copy of the second of the second	3.41)\$ 40.00 be charged to deposit account cies or credit any overpayment to: imber: f this page if paying by deposit account f this page if paying by deposit account
Name: <u>Christopher J. Recka</u> Vedder, Price, M Internal Address: <u>Kammholz</u> Street Address: <u>222 North LaSalle</u> City: <u>Chicago</u> <u>State: IL</u> 9. Statement and signature. <i>To the best of my knowledge and</i> <i>is a true copy of the original docu</i>	mailed: mp Kaufman & e Street Zip: 60601 DO NOT USE I belief, the foregoing in ment.	 7. Total fee (37 CFR 3 Enclosed Authorized to B Charge any deficient 8. Deposit account nu 50-0441 (Attach duplicate copy of THIS SPACE 	3.41)\$_40.00 be charged to deposit account cies or credit any overpayment to: imber: f this page if paying by deposit account
Name: Christopher J. Recka Vedder, Price, M Internal Address: Kammholz Street Address: 222 North LaSalle City: Chicago State: IL 9. Statement and signature. To the best of my knowledge and is a true copy of the original docu Christopher J. Reckamp Name of Person Signing	mailed: mp Kaufman & e Street Zip: 60601 DO NOT USE I belief, the foregoing in ment.	 7. Total fee (37 CFR 3 Enclosed Authorized to B Charge any deficient 8. Deposit account nu 50-0441 (Attach duplicate copy of the second second	3.41)\$ 40.00 be charged to deposit account cies or credit any overpayment to: imber: f this page if paying by deposit account) correct and any attached copy $\frac{7/26/32}{26/32}$

REEL: 013360 FRAME: 0748

Atty. Docket No. 0100.0000740

PATENT APPLICATION

ASSIGNMENT OF U.S. PATENT APPLICATION

This is an assignment of patent rights between the inventor(s)

Richard W. Webb

(herein after referred to as the Inventor) and ATI International, SRL having a place of business at Beaumont House, Hastings Christ Church, Barbados, West Indies (herein after referred to as the Assignce).

WHEREAS, Inventor has caused to be prepared a United States Patent Application in the Inventor's name entitled

METHOD AND APPARATUS FOR MOTION ESTIMATION QUANTIZATION DITHERING

having a docket number of 0100.0000740 (herein after referred to as the Patented Invention); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Patented Invention.

NOW, THEREFORE, the parties agree as follows:

1. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in the Patented Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.

2. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in any foreign (non U.S.) national patent application, invention registration, or equivalent (Foreign Applications), claiming approximately the same subject matter of the Patented Invention to the Assignee.

3. The transfer set forth in Paragraph (2.) is in consideration for the sum of one dollar (\$1) U.S. (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventor by the Assignee. Consideration may include at least one of: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.

4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Patented Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee. 5. The Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.

6. The Inventor hereby further agrees to communicate with the Assignee any facts it knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

7. The Inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignce:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications,
- iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date(s) of which the Inventor has signed.

Inventor:

W. Well 8(25/00

Richard W. Webb

Province of _______ SS: Regional Municipality of _______

Before me personally appeared said Richard W. Webb and acknowledge the foregoing instrument to be his/her free act and deed this ______ day of ______, 20__

Scal

(Notary)