

10-29-2002



To the Honorable Commissioner of P:

hed original documents or copy thereof.

102263925

1. Name of conveying party(ies):

- a) Paul N. Winberg
- b) Stanley Kowalski, III
- c) Michael W. Shields, Sr.
- d) David J. Bassett
- e) William A. Gagnon
- f) Mike Thering

10-22-02

Additional names of conveying party(ies) attached?

☐ yes ☒ no

3. Nature of Conveyance

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other

Execution Date:

- a) October 14, 2002
- b) October 11, 2002
- c) October 11, 2002
- d) October 11, 2002
- e) October 11, 2002
- f) October 16, 2002

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

Name: Applied Science Fiction, Inc.

Internal Address:

8920 Business Park Drive  
Austin, Texas 78759

Street Address: Same as Above

City

State

Zip

Additional name(s) & address(es) attached? ☐ yes ☒ no

FINANCE SECTION

OCT 22 AM 9:54

10-29-2002

4. Application number(s) or patent number(s): 10/197,620

Title: **IMPROVED SYSTEM AND METHOD FOR DIGITAL FILM DEVELOPMENT USING VISIBLE LIGHT**

The execution date of the application is July 16, 2002

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Raymond M. Galasso  
Simon, Galasso & Frantz PLC  
P.O. Box 26503  
Austin, TX 78755-0503

6. Total number of applications and patents involved: 1

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

☐ Check Enclosed

☒ Authorized to be charged to deposit account

☐ Total fee due

☐ Any deficiencies in the enclosed fees

8. Deposit account number:

50-1259

10/29/2002 LMUELLER 00000007 501259 10197620

01 FC: 8021 40.00 CH

DO NOT USE THIS SPACE

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.

Raymond M. Galasso

Name of Person Signing

Registration 37,832

Tel.: (512) 372-8240

Signature

Date

Total number of pages comprising cover sheet: 1

## ASSIGNMENT

WHEREAS, WE, Paul N. Winberg, a citizen of the United States; Stanley (NMI) Kowalski, III, a citizen of the United States; Michael W. Shields, Sr.; a citizen of the United States; David J. Bassett, a citizen of the United States; William A. Gagnon, a citizen of the United States; and Michael R. Thering, a citizen of the United States; each having a residence listed below (hereinafter referred to as "ASSIGNORS"), have invented a new and useful invention entitled **Improved System and Method for Digital Film Development Using Visible Light**, which is identified as Docket No. ASF00118-PA, for which we have executed an application for Letters Patent of the United States, on the date set forth below (the "Invention"); and

WHEREAS, **Applied Science Fiction, Inc.**, having a business address at 8920 Business Park Drive, Austin, Texas 78759, United States of America, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest to said Invention and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNORS, hereby sell, assign, and transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Invention, and said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said Invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may be granted for said Invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith, and that ASSIGNEE, its successors, assigns and other legal representatives shall have the right to hold and enjoy for its own use and benefit, to the end of term or terms for which such Letters Patent shall or may be granted, reissued, or extended as fully and completely as the same might and could have been held and enjoyed by ASSIGNORS had this Agreement not been made.

ASSIGNORS HEREBY further covenant and agree that they will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any and all facts known to ASSIGNORS respecting said Invention, and testify in any legal proceeding, promptly sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain and enforce proper protection for said Invention in all countries, without further compensation, but at the expense of ASSIGNEE, its successors, legal representatives and assigns.

Dated: 10/14/02

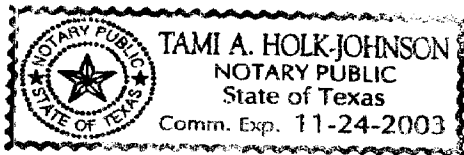
Paul N. Winberg

Paul N. Winberg  
603 Riley Road  
Austin, Texas 78746-5723

STATE OF TEXAS            )  
                                      ) ss:  
COUNTY OF TRAVIS        )

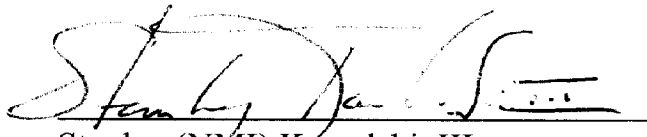
Before me, a Notary Public in and for said County and State, personally appeared Paul N. Winberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14<sup>th</sup> day of October, 2002.



Tami A. Holk-Johnson  
Notary Public

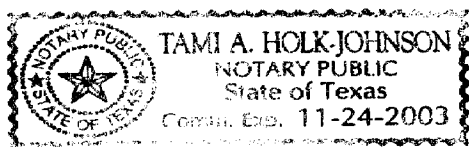
Dated: 11 OCT. 20

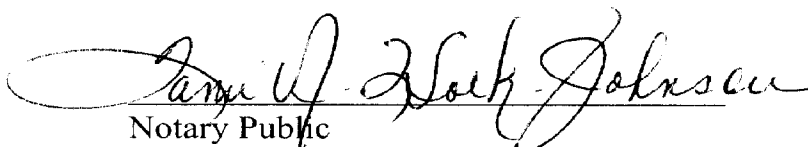
  
Stanley (NMI) Kowalski, III  
840 Ridge Road  
Wilbraham, MA 01095

STATE OF TEXAS            )  
                                  ) ss:  
COUNTY OF TRAVIS        )


Before me, a Notary Public in and for said County and State, personally appeared Stanley (NMI) Kowalski, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 11<sup>th</sup> day of October, 2002.



  
Notary Public

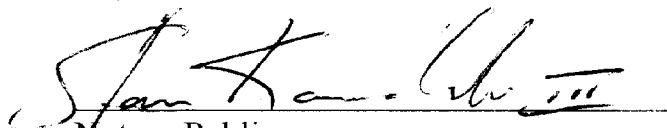
Dated: 11 Oct 2002

  
Michael W. Shields, Sr.  
276 Flynt Street  
Palmer, MA 01002

STATE OF TEXAS            )  
                                  ) ss:  
COUNTY OF TRAVIS        )

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Shields, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 11 day of October, 2002.

  
Notary Public

Dated: October 11, 2002




David J. Bassett  
8 Juniper Road  
Ware, MA 01082

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF TRAVIS                )

Before me, a Notary Public in and for said County and State, personally appeared David J. Bassett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 11 day of October, 2002.

  
Notary Public

Dated: October 11, 2002

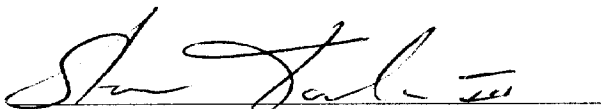


William A. Gagnon  
90 Shaw  
Belchertown, MA 01007

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF TRAVIS                )

Before me, a Notary Public in and for said County and State, personally appeared William A. Gagnon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 11 day of October, 2002.

  
Notary Public

Dated: Oct 16, 2002

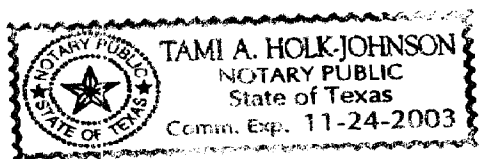
Michael R. Thering

Michael R. Thering  
404 Copperleaf Drive  
Austin, Texas 78734

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF TRAVIS            )

Before me, a Notary Public in and for said County and State, personally appeared Michael R. Thering, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of October, 2002.



Tami A. Holk-Johnson  
Notary Public