

Atty. Docket No. **AUS919920012US1****RECORDATION FORM COVER SHEET****PATENTS ONLY**

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

1. Name of conveying party(ies): International Business Machines Corporation New Orchard Road Armonk, NY 10504 Additional name(s) of conveying party(ies) attached? <u>Yes</u> <u>X</u> No	2. Name and address of receiving party(ies): Name: Applied Science Fiction, Inc. Address: 8920 Business Park Drive Austin, TX 78759 Additional name(s) & addresses attached? <u>Yes</u> <u>X</u> No
3. Nature of conveyance: X Assignment Execution Date(s): <u>May 16, 2003</u>	4. Patent Application number(s) Patent Number 5,266,805 Execution Date(s): <u> </u>
5. Name and address of party to whom correspondence concerning document should be mailed: Name: James Karlak Address: Applied Science Fiction, Inc. 8920 Business Park Drive, Austin, TX 78759	6. Total number of applications involved: <u>1</u> 7. Total fee (37 CFR 3.41): \$40.00 X Charge to Deposit Account No.: <u>09-0474</u>

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8. 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 original document.

Paul J. Otterstedt Reg. No. 37,411

Name of Person Signing

Signature

May 20, 2003

Date

Total Number of pages including cover sheet, 3 (cover sheet, assign., 37 CFR 3.73(b) statement)

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Patent Assignment and Reservation

For good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations stated in the following separate written agreements between the parties:

(a) the Assignment and License Agreement, dated as of March 24, 2000, as amended by the First Amendment to the Assignment and License Agreement, effective as of December 15, 2000, the Second Amendment to the Assignment and License Agreement, dated as of October 2, 2002 and the Third Amendment to the Assignment and License Agreement, dated February 13, 2003 (collectively, the "License Agreement"), and

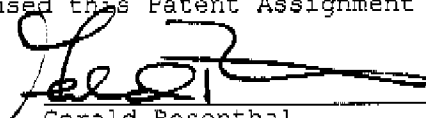
(b) the Security Agreement, dated February 13, 2003, (the "Security Agreement"),

International Business Machines Corporation, a New York corporation having a place of business at New Orchard Road, Armonk, NY 10504, (hereinafter "ASSIGNOR"), hereby grants and assigns to Applied Science Fiction, Inc., a Delaware corporation having a place of business at 8920 Business Park Drive, Austin, TX 78759 (hereinafter "ASSIGNEE"), all its right, title and interest (if any) in and to United States Letters Patent number 5,266,805 and all continuations, continuations-in-part, divisionals, reissues and foreign counterparts thereto, whether pending applications or issued patents (hereinafter "ASSIGNED PATENTS"), to have and to hold the same, unto ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such rights, subject to any rights, licenses or immunities granted under the ASSIGNED PATENTS to third parties by ASSIGNOR prior to the date of signing of this Patent Assignment and Reservation.

ASSIGNOR hereby authorizes subject to the applicable conditions set forth in the License Agreement that all ASSIGNED PATENTS to be issued on or resulting from any of the aforementioned applications for Letters Patent be issued to the ASSIGNEE.

ASSIGNOR hereby reserves and retains, for the benefit of itself and its subsidiary and affiliated companies and its and their successors or assigns, the rights and licenses set forth in the above identified separate written agreements.

IN WITNESS WHEREOF, ASSIGNOR has caused this Patent Assignment and Reservation to be duly signed on its behalf.


Gerald Rosenthal

Vice President

May 16, 2003
DATE