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(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

**Imagicast, Inc.**

2. Name and address of receiving party(ies)

Name: **Xperex Corporation**

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name

Other Nunc Pro Tunc Assignment

Notification of Disposal of Collateral

Street Address: **385 Oyster Point Blvd. Unit 9B**City: **S. San Francisco** State: **CA** Zip: **94080**Execution Date: **11-25-02**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)

**09/644,351**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Gregg A. Peacock**Internal Address: **Blakely Sokoloff Taylor &****Zafman LLP**Street Address: **12400 Wilshire Boulevard****Seventh Floor**City: **Los Angeles** State: **California** Zip: **90025-1030**6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41).....\$ **40.00**☒ Enclosed (Check No. \_\_\_\_\_)☐ Authorized to be charged to deposit account

8. Deposit account number:

**02-2666**

(Attach duplicate copy of this page if paying by deposit account)

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.***Gregg A. Peacock, Reg. No. 45,001**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **1**Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/28/2003 TDI A21 00000070 09644351

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PATENT  
REEL: 013690 FRAME: 0899

## NUNC PRO TUNC ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged (and evidenced by the auction that occurred on July 2, 2002 held by the Ashman Company of Walnut Creek California), Imagicast, Inc., a California corporation, which had a principal place of business at 828 Mahler Road, Burlingame, California 94010 ("Assignor") hereby sells, assigns, transfers and conveys to Xperex Corporation, a Delaware corporation, having a principal place of business at 385 Oyster Point Boulevard, Unit 9B, South San Francisco, California 94080 ("Assignee"), its successors, assigns and legal representatives, the entire right and interest in and to United States Patent Application Number 09/644,351, filed on August 23, 2000,

and all divisions, continuations and renewals thereof, and all proceeds therefore (including, but not limited to, all license royalties and proceeds of infringement suits) and all United States and foreign letters patents which may be granted on the applications or any corresponding applications in a country foreign to the United States,

and all reissues, extensions thereof, and in and to any and all causes of action (excepting claims upon the United States of America) for past, present and future infringement of any Letters Patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives, each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director or agent, whose name appears below. Said Assignment is effective as of July 2, 2002.

Executed at Long Lake, MN this 25 day of November, 2002.

Imagicast, Inc.

By: 

Name: David Vergeyle

**NOTIFICATION OF DISPOSITION  
OF COLLATERAL**

To: Imagicast, Inc.  
828 Mahler Road  
Burlingame, CA 94010

From: Xperex Corporation  
225 W. Washington, Suite 1450  
Chicago, IL 60606  
(312) 857-2800

Re: Public Sale of Imagicast's Assets

We will sell all personal property of Imagicast, Inc., whether presently existing or hereafter acquired, created, written, or produced (the "Collateral"), as described on Exhibit A attached hereto.

We will sell the Collateral to the highest qualified bidder in public as follows:

Day and Date: Monday, July 1, 2002

Time: 11:00 a.m. (inspection period 9:00 a.m. - 11:00 a.m. same day)

Location: 385 Oyster Point Blvd., Unit 9B, South San Francisco, CA 94080.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. You may request an accounting by calling us at (312) 857-2800, care of Mr. Lon Chow.

**EXHIBIT A****Description of Collateral**

The Collateral consists of all personal property of Imagicast, Inc., whether presently existing or hereafter acquired, created, written, or produced, including, but not limited to:

a) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts, letter-of-credit rights, and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all investment property, including securities and securities entitlements;

b) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising in the United States of America and any foreign jurisdictions, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the holder of such rights to sue in its own name and/or the name of Imagicast, Inc. for past, present and future infringements of copyright;

c) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);

d) all fixtures;

e) all guarantees and other security therefor;

f) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

g) (i) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Imagicast, Inc. is licensor or licensee, (iii) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) the right (but not the obligation) to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing; and

h) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

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