

02-07-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102360025

J1046 U.S. PTO
10/354528
01/30/03

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

1) Donald Henry Willis

01.30.03

Additional name(s) of
conveying party(ies)
attached:

X No

3. Nature of conveyance:

X Assignment

Merger

Security Agreement

Change of Name

Other _____

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

Name: THOMSON Licensing S.A.

Street Address: 46 Quai A. Le Gallo
92648 Boulogne, Cedex, France

Execution Date: January 21, 2003

Additional name(s) & address(es) attached?

X 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):

B. Patent No.(s) ----

Additional numbers attached?

X No

10354528

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

Name: JOSEPH S. TRIPOLI

Internal Address: THOMSON multimedia Licensing Inc.

PATENT OPERATIONS

Street Address: P. O. BOX 5312

City: PRINCETON State: NEW JERSEY Zip: 08543-5312

6. Total number of applications and patents involved: 1

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

____ Enclosed

____ X Authorized to be charged to deposit account

8. Deposit account number: 07-0832

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

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.

ROBERT B. LEVY

Name of Person Signing

Signature

Reg. No. 28,234

30 January 2003

Date

Total number of pages including cover sheet, attachments, and document 2

OMB No. 0651-0011 (exp. 4/94)

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

02/07/2003 TBI/21 00000015 070832 10354528

01 FC:0021

40.00 CH

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 013724 FRAME: 0896

ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT OF THE UNITED STATES OF AMERICA

I hereby declare that I am the sole inventor (if only one inventor is named below) or one of 1 joint inventors (if plural inventors are named below) of the inventions relating to

PULSE WIDTH MODULATED DISPLAY WITH HYBRID CODING

described in an application for Letters Patent of the United States of America filed on

or, if not identified here by filing date and serial number, executed by me on even date with my execution of this

Assignment/Agreement.

For valuable consideration received, I hereby sell, assign and transfer to **THOMSON LICENSING S.A.**, a corporation duly organized and existing under the laws of France, its successors, and assigns my entire right, title and interest, for all countries in and to said inventions, and all the rights and privileges under any and all Letters Patent that may be granted therefor, and any divisions, continuations, reissues and extensions thereof.

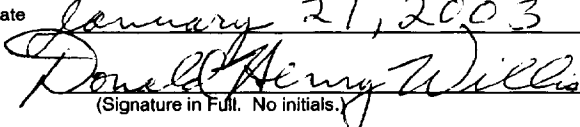
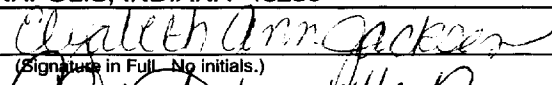
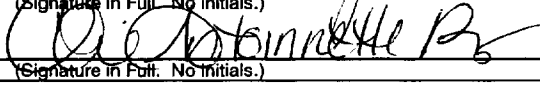
I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with **THOMSON LICENSING S.A.**, its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed at	INDIANAPOLIS, INDIANA	Date	January 21, 2003
Inventor (1)	DONALD HENRY WILLIS (Type or Print)	 (Signature in Full. No initials.)	
Post Office Address	5175 EAST 74TH PLACE, INDIANAPOLIS, INDIANA 46250		
1st Witness	Elizabeth Ann Jackson (Type or Print)	 (Signature in Full. No initials.)	
2nd Witness	Chase Anthony HeDowns (Type or Print)	 (Signature in Full. No initials.)	
Signed at		Date	
Inventor (2)		(Signature in Full. No initials.)	
Post Office Address			
1st Witness		(Signature in Full. No initials.)	
2nd Witness		(Signature in Full. No initials.)	
Signed at		Date	
Inventor (3)		(Signature in Full. No initials.)	
Post Office Address			
1st Witness		(Signature in Full. No initials.)	
2nd Witness		(Signature in Full. No initials.)	

After this Assignment has been recorded please RETURN to:

Pat Form 09/00

Patent Operations
THOMSON multimedia Licensing Inc.
P. O. Box 5312
Princeton, NJ 08543-5312

RECORDED: 01/30/2003

PATENT
REEL: 013724 FRAME: 0897