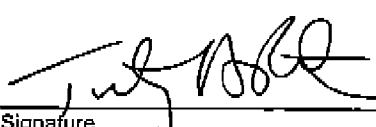
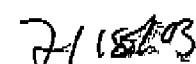


Substitute Form PTO-1595
 Attorney Docket No.: 07844-507001
 Client's Ref. No.: P470

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).		
1. Name of conveying party(ies): Virtual Mirror Corporation Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Adobe Systems Incorporated 345 Park Avenue San Jose, California 95110-2704	
3. Nature of conveyance: <input checked="" type="checkbox"/> Supplemental Patent Assignment Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 06/17/2002	Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): 09/898,653 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name/address of party to whom correspondence concerning document should be mailed: ROGER S. BOROVOY Fish & Richardson P.C. 500 Arguello Street, Suite 500 Redwood City, California 94063	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
DO NOT USE THIS SPACE		
9. Statement and Signature: <i>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.</i>		
Timothy A. Porter Reg. No. 41,258 Name of Person Signing	 Signature	 Date
Total number of pages including coversheet, attachments and document: 8		

50162588.doc

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office on the date shown below:

7-18-2003
 Date of Deposit

Melissa Alexander
 Signature

Melissa Alexander
 Typed or Printed Name of Person Signing Certificate

Attorney Docket No. 07844-506001; 07844-507001
Client No. P469; P470

SUPPLEMENTAL PATENT ASSIGNMENT AGREEMENT

This Agreement is entered as of this 7th day of June, 2002, by and between:

VIRTUAL MIRROR CORPORATION, a California corporation, having offices located at 109 La Brea Way, San Rafael, CA, 94903 ("Virtual Mirror")

- and -

MICHAEL PERANI, of San Rafael, CA ("Perani")

- and -

ADOBE SYSTEMS INCORPORATED, a Delaware Corporation, having offices located at 345 Park Avenue, San Jose, California 95110-2704 ("Adobe")

WHEREAS Adobe and Virtual Mirror are parties to a Master Software Development and Acquisition Agreement, dated May 8, 2001 (the "Master Agreement");

AND WHEREAS Virtual Mirror is the assignee of record in the United States Patent and Trademark Office (USPTO) of all of the right, title and interest throughout the world in and to any and all inventions and improvements that are the subject of certain patent applications filed in the USPTO of which Perani is an inventor;

AND WHEREAS pursuant to the Master Agreement Virtual Mirror assigned to Adobe all right, title and interest in and to said patent applications;

IN CONSIDERATION for the mutual covenants and agreements set out below, Adobe, Perani and Virtual Mirror agree as follows:

1. In accordance with Paragraph 6(a) of the Master Agreement, whereby Virtual Mirror assigned to Adobe the entire right, title and interest in certain products and inventions, including, *inter alia*, the right, title and interest in patents and any other intellectual property rights, Virtual Mirror hereby sells, assigns and transfers to Adobe all of the right, title and interest of Virtual Mirror throughout the world in and to any and all inventions that are the subject of:
 - a. a patent document entitled Computer Drawing Shape Manipulation with Envelope Meshes, filed in the USPTO on July 3, 2001, having serial no. 09/898,676; and
 - b. a patent document entitled Painting Interface to Computer Drawing System Curve Editing, filed in the USPTO on July 3, 2001, having serial no. 09/898,653;

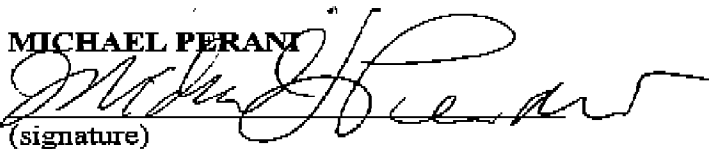
and Virtual Mirror agrees to execute the Assignment documents attached to this Agreement as Schedules "A" and "B", which Assignments will be filed by Adobe or its legal representative at the USPTO to record the assignment of the above referenced patent applications from Virtual Mirror to Adobe.

2. Adobe agrees to pay to Virtual Mirror the amount of [REDACTED] dollars [REDACTED] for the following:
 - a. [REDACTED] to compensate Virtual Mirror for fees and costs expended by Virtual Mirror to date in relation to the preparation and prosecution of the patent document identified in paragraph 1(a) above;
 - b. [REDACTED] to compensate Virtual Mirror for fees and costs expended by Virtual Mirror to date in relation to the preparation and prosecution of the patent document identified in paragraph 1(b) above to date;
 - c. [REDACTED] to compensate Virtual Mirror for time and effort expended by Michael Perani, the President of Virtual Mirror, in assisting with the preparation of the patent document identified in sub-paragraph 1(a) above to date; and
 - d. [REDACTED] to compensate Virtual Mirror for time and effort expended by Mr. Perani in assisting with the preparation of the patent document identified in sub-paragraph 1(b) above to date.
3. Adobe agrees to pay to Fish & Richardson P.C. ("F&R") any amounts outstanding on invoices rendered by F&R in connection with the preparation and prosecution of the patent documents identified in paragraph 1 above, in particular:
 - a. [REDACTED] outstanding for Invoice #198579, dated January 25, 2002; and
 - b. [REDACTED] outstanding for Invoice #205257, dated April 12, 2002;and any unbilled amounts incurred to date in connection with said patent documents.
4. Virtual Mirror and Perani agree that, upon Adobe's request, Perani will continue to provide assistance in the prosecution of the patent documents identified in paragraph 1 above, including any continuation, continuation-in-part, divisional or foreign applications filed in relation to said patent documents, which assistance shall include cooperation with Adobe's patent counsel. Adobe agrees to compensate Virtual Mirror for Perani's time and effort in the amount of [REDACTED] per hour of time expended by Perani over and above the first five hours for which no compensation shall be paid, which time shall be documented by Virtual Mirror and Perani and provided to Adobe with any request for payment under this Agreement.
5. Virtual Mirror hereby covenants that no assignment, sale, agreement or encumbrance has been, or will be made or entered into, with respect to the right, title and interest throughout the world in and to any and all inventions and improvements that are the subject of the patent documents referenced in paragraph 1 above that would conflict with this Agreement.
6. Virtual Mirror agrees to provide to Adobe promptly upon the request of Adobe all pertinent facts and documents relating to said invention and said patent applications and legal equivalents as may be known and accessible to Virtual Mirror, including any such

facts and documents accessible to Virtual Mirror from the inventors, Perani and Yong Joo Kil, and to testify as to the same in any interference, litigation, or proceeding relating thereto.

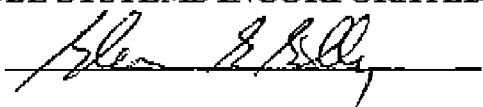
- 7. Virtual Mirror agrees to promptly execute and deliver to Adobe or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said patent applications, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.
- 8. Adobe grants to Virtual Mirror a license to sell or sub-license the existing Virtual Mirror product identified by the product name Envelope Mesh 1.0, which license does not extend to any subsequent versions of the Envelope Mesh product.
- 9. This Agreement shall enure to the benefit of Adobe's successors and assigns.
- 10. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED at the City of San Rafael, in the State of CA, this 17th day of June, 2002.

MICHAEL PERANI

(signature)

in his personal capacity and for
VIRTUAL MIRROR CORPORATION in his
capacity as President (title)

EXECUTED at the City of SAN JOSE, in the State of CA, this 25th day of JUNE, 2002.

ADOBE SYSTEMS INCORPORATED
By: 
Name: Glenn G. Gilley
Title: Vice President of Engineering
Graphics Product Development

SCHEDULE "A"
to an Agreement between Virtual Mirror Corporation
and Adobe Systems Incorporated

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Virtual Mirror Corporation, a California corporation, having offices located at 109 La Brea Way, San Rafael, CA, 94903 ("ASSIGNOR"), hereby sells, assigns, and transfers to Adobe Systems Incorporated, a Delaware Corporation, having offices located at 345 Park Avenue, San Jose, California 95110-2704, and its successors, assigns and legal representatives (collectively, "ASSIGNEE") all of the right, title and interest of ASSIGNOR throughout the world in and to any and all inventions which are the subject of a patent document entitled

Computer Drawing Shape Manipulation with Envelope Meshes

and which is found in

- (a) U.S. patent application executed on _____, entitled as above, listing the above named person as inventor.
- (b) U.S. patent application filed on 7/3/2001
 under Application No.09/898,676.
 with Express Mail No. _____ (Application Number not yet known).
- (c) U.S. Patent No., issued _____


This assignment includes the foregoing patent application or patent; all legal equivalents thereof in any foreign country and all patents issuing therefrom; all United States and foreign patents, utility models, and design registrations granted for any of said inventions and improvements; and the right to claim priority based on the filing date of the foregoing patent application or patent under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes. ASSIGNOR assigns its right to Adobe to apply in all countries in the name of the inventors, Michael J. Perani and Yong Joo Kil (the "inventors") for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment.

ASSIGNOR further covenants for himself and his respective heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE all pertinent facts and documents relating to said invention and said patents and legal equivalents as may be known and accessible to ASSIGNOR, including any such facts and documents accessible to Virtual Mirror from the inventors, and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR requests the Commissioner of Patents and Trademarks to issue said patents of the United States and any reissue or extension thereof to the ASSIGNEE.

Executed this 17th day of June 2002

Signature of ASSIGNOR

 Executive Officer
 VIRTUAL MIRROR CORPORATION - ASSIGNOR

SCHEDULE "B"

**an Agreement between Virtual Mirror Corporation
and Adobe Systems Incorporated**

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Virtual Mirror Corporation, a California corporation, having offices located at 109 La Brea Way, San Rafael, CA, 94903 ("ASSIGNOR"), hereby sells, assigns, and transfers to Adobe Systems Incorporated, a Delaware Corporation, having offices located at 345 Park Avenue, San Jose, California 95110-2704, and its successors, assigns and legal representatives (collectively, "ASSIGNEE") all of the right, title and interest of ASSIGNOR throughout the world in and to any and all inventions which are the subject of a patent document entitled

Painting Interface to Computer Drawing System Curve Editing

and which is found in

- (a) U.S. patent application executed on _____, entitled as above, listing the above named person as inventor.
- (b) U.S. patent application filed on 7/3/2001
 under Application No. 09/898,653.
 with Express Mail No. _____ (Application Number not yet known).
- (c) U.S. Patent No.: issued

This assignment includes the foregoing patent application or patent; all legal equivalents thereof in any foreign country and all patents issuing therefrom; all United States and foreign patents, utility models, and design registrations granted for any of said inventions and improvements; and the right to claim priority based on the filing date of the foregoing patent application or patent under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes. ASSIGNOR authorizes ASSIGNEE to apply in all countries in the name of ASSIGNOR or in the name of ASSIGNEE, and ASSIGNOR assigns its right to Adobe to apply in all countries in the name of the inventors, Michael J. Perani and Yong Joo Kil (the "Inventors") for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.

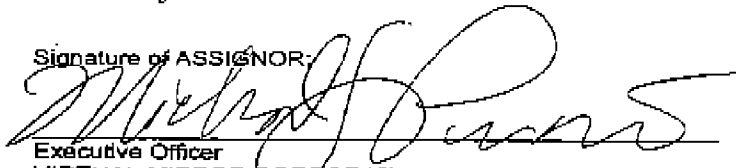
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment.

ASSIGNOR further covenants for himself and his respective heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE all pertinent facts and documents relating to said invention and said patents and legal equivalents as may be known and accessible to ASSIGNOR, including any such facts and documents accessible to Virtual Mirror from the inventors, and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR requests the Commissioner of Patents and Trademarks to issue said patents of the United States and any reissue or extension thereof to the ASSIGNEE.

Executed this 17th day of June.

Signature of ASSIGNOR:



Executive Officer
 VIRTUAL MIRROR CORPORATION - ASSIGNOR