

03-28-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patent

102402530

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael J. DeLuca

3-27-03

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

Name: FOTONATION, INC.

Address: 137 Granville Way

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: February 27, 2003

City: San Francisco

State/Prov.: CA

Country: USA

ZIP: 94127

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

10/170,511

June 12, 2002

6,407,777B1

Additional numbers

☐ Yes ☒ No

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

Name: Gerald T. Sekimura

Registration No. 30,103

Address: 153 Townsend Street, Suite 800

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$ 80.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

07-1896

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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.

Gerald T. Sekimura

Name of Person Signing

Signature

March 21, 2003

Date

Total number of pages including cover sheet, attachments, and

4

PATENT
REEL: 013887 FRAME: 0012

ASSIGNMENT OF UNITED STATES PATENT

AND PATENT APPLICATIONS

This ASSIGNMENT OF UNITED STATES PATENT AND PATENT APPLICATIONS (this "Agreement"), dated as of Feb 12, 2003, by and between DeLuca, an individual having its principal residence address at 734 Camino Gardens Lane, Boca Raton, Florida (hereinafter, the "Assignor"), and FOTONATION Inc., a Delaware limited liability company, having an office at 137 Granville Way, San-Francisco, CA 94127 (hereinafter, the "Assignee").

WHEREAS, Assignor and Assignee have entered into a Patent Assignment Agreement dated as of February 8, 2003 (the "Assignment Agreement"), whereby Assignee is buying certain assets of Assignor;

WHEREAS, Assignor is the owner of those certain United States Patent and patent applications (the "United States Patent") set forth on Schedule A attached hereto; and

WHEREAS, Assignor desires to assign and assignee desires to acquire all of Assignor's right, title and interest in and to the United States Patent, subject to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has agreed to sell, assign and transfer, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the said United States Patent, along with all continuations, continuations-in-part, divisions, reissues, reexaminations, extensions or foreign equivalents thereof, if any, including the claimed subject matters thereof, and together with all claims of Assignor for profits and damages by reason of past infringement, if any, of said United States Patent, with, to the extent transferable, the right to sue for and collect same for Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

This Agreement and the Asset Purchase Agreement set forth the entire understanding and agreement between the Parties with respect to this subject matter and this Agreement may not be amended except in a writing signed by both Parties.

Nothing in this Agreement shall in any way limit, expand or otherwise modify in any way Assignor's and Assignee's respective rights and obligations under the Assignment Agreement. Further, and without limiting the generality of the foregoing, to the extent of any inconsistency between the terms of this Agreement and the Assignment Agreement, the terms of the latter shall control.

Assignor hereby authorizes the Assistant Commissioner for Patent to record this Agreement.

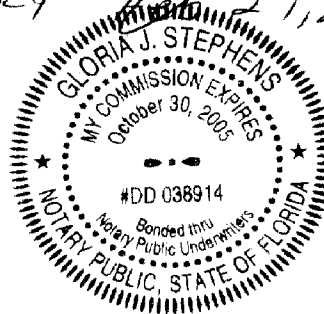
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IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer
as of the 27 day of Feb, 2003.

DELUCA

By: Michael J. DeLuca
Name: Michael J. DeLuca
Title: Sole Assignee

[Signature]
NOTARY Feb 27, 2003



SCHEDULE A

TO ASSIGNMENT OF UNITED STATES PATENT

AND PATENT APPLICATIONS

United States Patent and patent applications being assigned:

<u>Patent Number</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
6,407,777B1	08/947,603	Oct. 9, 1997	June 18 th 2002	Red-Eye Filter Method and Apparatus
-----NA-----	10/170,511	Jun. 12, 2002	----NA----	Red-Eye Filter Method and Apparatus