

06-04-2003

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/3/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102463449

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

1. Name of conveying party(ies): Mohammad Alkhalili and David Rowe
 Additional name(s) of conveying party(ies) attached? Yes No **6.2.03**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 19, 2003

2. Name and address of receiving party(ies)
 Name: Pelco
 Internal Address: _____
 Street Address: 3500 Pelco Way
 City: Clovis State: CA Zip: 93612-5699

Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT AND TRADEMARKS
 FINANCIAL SERVICES
 2003 JUN 12 PM 11:50

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) 10/392,658 B. Patent No.(s) _____
 Additional number attached? Yes No

6. Total number of applications and patents involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Alan M. Weisberg
 Internal Address: _____
 Street Address: Christopher & Weisberg, P.A.
 200 East Las Olas Boulevard
 Suite 2040
 City: Fort Lauderdale State: Florida Zip: 33301

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 502104

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

DO NOT USE THIS SPACE

06/03/2003 DBYRNE 00000148 10392658
 01 FC:8021 40.00 DP

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.

Alan M. Weisberg
 Name of Person Signing Alan M Weisberg Signature May 28, 2003 Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C 20231

ASSIGNMENT

Whereas we, the undersigned, Mohammad Alkhalili, residing at 15 Highwood Drive, Dumont, NJ 07628, and David Rowe, residing at 17 Trudy Drive, Campbell Hall, NY 10916, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled SELF-ADJUSTING PIXEL CLOCK AND METHOD THEREFOR, identified as Attorney Docket No. 16960-CWC14U, which application was filed on March 20, 2003 and assigned US Application No. 10/392,658; and

Whereas, **Pelco**, a California Partnership, having a place of business at 3500 Pelco Way Clovis, CA 93612-5699, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited.

In the event that the execution date, filing date and/or Application No. are not entered above at the time we execute this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Christopher & Weisberg, P.A., 200 East Las Olas Boulevard, Suite 2040, Fort Lauderdale, Florida 33301, to insert above the execution date, filing date and/or Application Number of said application.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

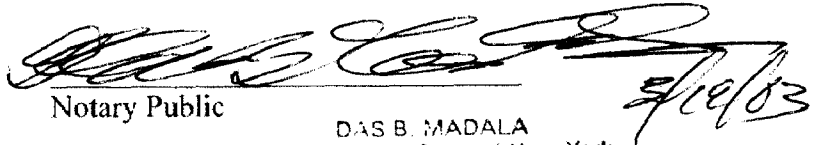
In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

INVENTOR

Dated: 3/19/03

M. Alkhalili
Name: Mohammad Alkhalili

Mohammad Alkhalili On this 19th day of March, 2003, before me appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he/~~she~~ acknowledged the same to be his/~~her~~ free act and deed.


Notary Public
DAS B. MADALA
Notary Public, State of New York
No. 01MA6001962
Qualified in Rockland County
Commission Expires 02/02/2006

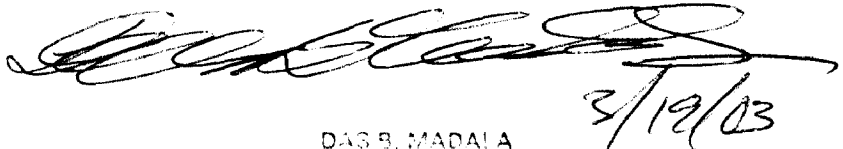
[Seal]
My commission expires:

INVENTOR

Dated: 19MAR2003

David Rowe
Name: David Rowe

David Rowe On this 19th day of March, 2003, before me appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he/~~she~~ acknowledged the same to be his/~~her~~ free act and deed.


Notary Public
DAS B. MADALA
Notary Public, State of New York
No. 01MA6001962
Qualified in Rockland County
Commission Expires 02/02/2006

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