

12-05-2003



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RECORDATION FORM COVER SHEET PATENTS ONLY

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

11-26-03

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

1. Name of conveying party(ies):

Adi Eldar; Laurence Keselbrener

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

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

Name: RealTimeImage Ltd.

Street Address:

6 Hamasger St.

PO Box 1022

City: Or Yehuda State: Zip: 60408

Country: Israel

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 26, 2003; November 26, 2003

4. Application number(s) or patent number(s): 1017234001

If this document is being filed together with a new application, the execution date of the application is: November 26, 2003

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? Yes No

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

Howard Zaretsky Zaretsky & Associates PC 8753 West Runion Dr Peoria AZ 85382-6412

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-2057 (Atty Docket No. 12404.0006)

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.

Howard Zaretsky (Reg. No. 38,669) Name of Person Signing

[Signature] Signature

November 26, 2003 Date

Total number of pages including cover sheet, attachments and documents: 3

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12/04/2003 LABELER: 00000032 502037 10723404

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Attorney Docket No. 12404.0006

ASSIGNMENT

WHEREAS, WE,

<u>Inventor Name</u>	<u>Address</u>	<u>Nationality</u>
Adi Eldar	68 Shtem St., Kiryat Ono 55602, Israel	Israel
Laurence Keselbrener	14 Meridor St., Tel Aviv 67293, Israel	Israel

hereinafter called 'Assignors', have made certain inventions in

IMAGE PUBLISHING SYSTEM USING PROGRESSIVE IMAGE STREAMING

described in an application for Letters Patent filed herewith by us, and

WHEREAS,

RealTimeImage Ltd.
6 Harnasger St.
PO Box 1022
Or Yehuda 60408
Israel

an Israel corporation, hereinafter called 'Assignee', is desirous of securing an undivided One Hundred Percent (100%) of the entire right, title and interest in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be granted on any of them;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, an undivided One Hundred Percent (100%) of the entire right, title and interest throughout the world in and to the said inventions, applications, Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted on any of them;


TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns what whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise of, or any other proceeding or action in connection with said application or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation, continuation-in-part or extension of said Letters Patent is lawful and desirable, we will sign all lawful papers and drawings, execute all divisional, continuation, reissue and substitute applications, take all rightful oaths and affidavits, testify in any legal proceedings, and do all acts necessary or required to be done for the reissue of continuation, continuation-in-part or extension of same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

PATENT**REEL: 014751 FRAME: 0359**

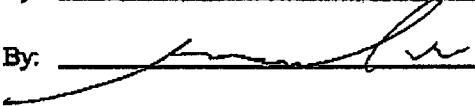
AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.


For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest in and to any and all Letters Patent for said inventions which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such applications, and where said applications may be filed by other than the inventor, and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successor, assigns or nominees, but at its or their expense.



Adi Eldar

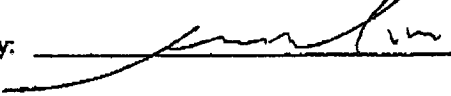
Witnessed By: Shai Dekel Date: 26.11.2003

Witnessed By:  Date: 26/11/2003



Laurence Keselbrener

Witnessed By: Shai Dekel Date: 26.11.2003

Witnessed By:  Date: 26.11.2003