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Form PTO-1595

(Rev. 10/02)

OM:9 No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):

Imperial Bank**695 Town Center Drive, Ste. 100****Costa Mesa, CA 92626**Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other **Assignment of Security Interests**

Execution Date: **December 29, 2003**

2. Name and address of receiving party(ies)

Name: **The Estate of Adolph R. Gale**Internal Address: **Merrill Lynch Trust Company, FSB****Co-Executor of the Estate of****Adolph R. Gale**Street Address: **City Place II, 12th Floor****185 Asylum Street, 12th Floor**City: **Hartford** State: **CT** Zip: **06103**Additional name(s) & address(es) attached? ☒ Yes ☐ 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) **4701603, 5399220, 5608711, 4707670, 4616356, 5608712, 4809022, 4963901, 5297129**Additional numbers attached? ☐ Yes ☒ No

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

Name: **Christina Gallagher-Nelson**Internal Address: **Nixon Peabody LLP**Street Address: **Two Embarcadero Center,****27th Floor**City: **San Francisco** State: **CA** Zip: **94111**6. Total number of applications and patents involved: **9**7. Total fee (37 CFR 3.41).....\$ **360.00**

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.***Darcy M. Pertcheck**

Name of Person Signing

Signature

Date

1/6/2004Total number of pages including cover sheet, attachments, and documents: **9**Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014852 FRAME: 0722

PATENTS ONLY

Section 2. Additional Receiving Party

The Estate of Adolph R. Gale
Jonathan Kerr Gale
Co-Executor of the Estate of Adolph R. Gale
21 Hendrie Drive
Old Greenwich, CT 06870

ASSIGNMENT AND COLLECTION AGREEMENT

FOR VALUE RECEIVED, the undersigned COMERICA BANK, a Michigan banking corporation, successor-by-merger to Comerica Bank-California, successor-by-merger to Imperial Bank ("Seller"), hereby sells, grants, assigns and transfers to the Estate of Adolph R. Gale, deceased, a duly probated Connecticut estate ("Buyer"), without recourse to Seller, all of Seller's right, title and interest in, to and under those certain loan documents more fully detailed on Attachment "A" (the "Loan Documents"), together with any obligations due and to become due thereunder, any rights accrued or to accrue thereunder, and any right, title and interest in and to all personal property therein described or referred to and any attendant documents and instruments (collectively, the "Collateral").

The consummation date hereof shall be December 29, 2003. At that time, Buyer shall assume any and all obligations and liabilities of Seller under or in connection with the Loan Documents and/or the Collateral, of every kind or nature whatsoever.

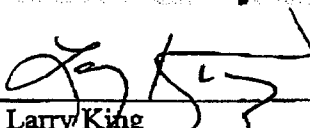
Seller is neither a manufacturer nor distributor of, nor dealer or merchant in, property of a similar or like nature or of the Collateral. Seller has not inspected the Collateral or conducted an inventory of the Collateral, and therefore makes no representations or warranties as to the condition, status, title, location, availability or existence of any specific items. Buyer has relied solely on its own information and/or inspection with regard to the Collateral.

Except as to the limited representations expressly set forth herein, Seller makes no representation or warranty in respect of the Loan Documents and/or the Collateral. Seller makes the following limited representations: (1) the Loan Documents detailed on Attachment "A" represent all agreements pertaining to the Collateral and to the loan indebtedness described in the Loan Documents; (2) the Loan Documents have been duly authorized and executed by Seller; and (3) the current balance owed under the terms of the Judgment entered in favor of Seller in San Diego Superior Court Case No. GIC805260, dated September 3, 2003, is \$1,772,000.00 and there are no current defaults existing under the terms of the Settlement Agreement dated September 3, 2003 between Seller, as plaintiff, and Optical Disc Corporation and Richard L. Wilkinson, as co-defendants, as of the consummation date hereof. Except as to the foregoing, this assignment is made "AS IS, WHERE IS" with all faults and without any representations or warranties, express, implied, or statutory.

Seller and Buyer previously entered into a certain confidentiality letter agreement on or about March 17, 2003, which expires on March 17, 2004. Seller and Buyer hereby agree that the confidentiality requirements thereunder shall terminate as of the execution of the Settlement Agreement Including Releases of even date herewith, and that the only remaining confidentiality requirements shall be as set forth in that Settlement Agreement Including Releases.

This Agreement is contingent upon Buyer providing the necessary consent/authority documentation in connection with the ongoing Connecticut probate proceedings, to ensure that this Agreement, and all associated documentation, is enforceable and binding upon Buyer. This requirement is an express condition precedent to this Agreement, and this Agreement shall not become effective until this contingency is satisfied.

COMERICA BANK


By: Larry King
Title: Senior Vice President

JONATHAN K. GALE
Co-Executor of the Estate of Adolph R. Gale

By: Jonathan K. Gale

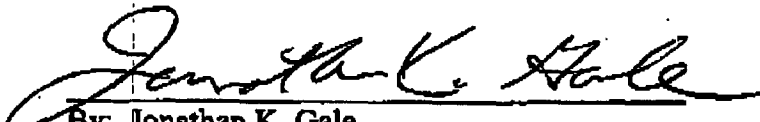
MERRILL LYNCH TRUST COMPANY, FSB
Co-Executor of the Estate of Adolph R. Gale

By: Michelle J. Kozlowski
Title: Vice President

COMERICA BANK

By: Larry King
Title: Senior Vice President

JONATHAN K. GALE
Co-Executor of the Estate of Adolph R. Gale


By: Jonathan K. Gale

MERRILL LYNCH TRUST COMPANY, FSB
Co-Executor of the Estate of Adolph R. Gale

By: Michelle J. Kozlowski
Title: Vice President

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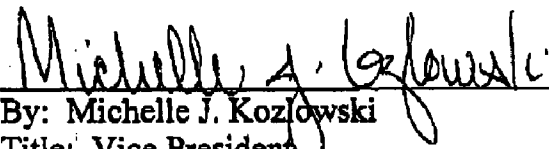
COMERICA BANK

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Title: Vice President

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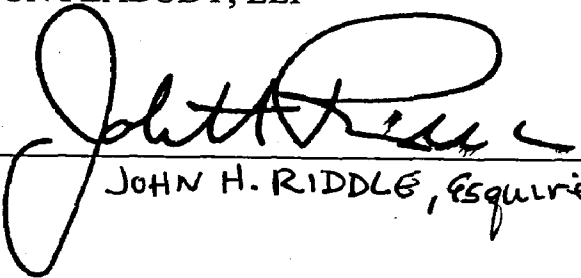
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Approved as to form and content:

NIXON PEABODY, LLP

By:  JOHN H. RIDDLE, Esquire

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

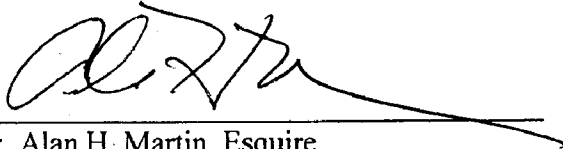
By: Alan H. Martin, Esquire

Approved as to form and content:

NIXON PEABODY, LLP

By: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

A handwritten signature in black ink, appearing to read 'A. H. Martin', written over a horizontal line.

By: Alan H. Martin, Esquire

Attachment "A"

(Description of Loan Documents)¹

1. Credit Agreement between Optical Disc Corporation and Imperial Bank dated March 22, 1999
2. Commercial Guaranty executed by Richard L. Wilkinson, dated March 22, 1999
3. First Amendment To Credit Agreement, dated May 20, 2000
4. Second Amendment To Credit Agreement, dated May 21, 2001
5. Amendment letter to Optical Disc Corporation from Jonathan Mata dated July 23, 2001, acknowledged by Richard L. Wilkinson on July 24, 2001
6. Fourth Amendment To Credit Agreement dated August 20, 2001
7. Acknowledgement and consent letter signed by Richard Wilkinson dated August 31, 2001
8. Commercial Security Agreement between Optical Disc Corporation and Imperial Bank dated February 4, 1999, as the same has been extended and renewed from time to time; and the associated Financing Statement (UCC1) filed on March 2, 1999, as amended by that certain State of California Uniform Commercial Code – Financing Statement Change – Form UCC-2 filed on March 29, 1999
9. Patent Security Agreement dated March 22, 1999, as the same has been extended and renewed from time to time
10. Transcript of Settlement Agreement dated September 3, 2003
11. Stipulation for Entry of Judgment dated September 3, 2003
12. Judgment in San Diego Superior Court Case No. GIC805260 dated September 3, 2003

¹ The Guaranty from the Export Import Bank of the United States, and all associated documentation, are expressly excluded from the Loan Documents affected by this Agreement, except to the extent that the Export-Import Bank has perfected or otherwise claimed security interests in and to any or all of the Collateral listed in the Loan Documents, in which case Seller shall immediately take all steps necessary to obtain from said Bank a cancellation of said Bank's Guaranty and, if necessary, release of any and all security interests said Bank may have in and to any or all of the Collateral.