

03-31-2004

U.S. DEPARTMENT OF COMMERCE

FORM PTO-1595

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Patent and Trademark Office
Docket No. 905900-286

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

1. Name of conveying party(ies):
GEORGE BORSHUKOV
J.P. LEWIS

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Other

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

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

Name: ESC ENTERTAINMENT
Internal Address: _____
Street Address: 4000 Warner Boulevard, Bldg. 156 So.,
Room 5158
City: Burbank, State: California ZIP: 91522

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: March 15, 2004

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) 10/715,777

B. Patent No.(s)

Additional numbers attached? Yes No

OPR/FINANCE
MAR 27 11 8 14

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

Brian M. Berliner
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071-2899

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket

8. Deposit account number: 50-0639

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 50-0639

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.

Name: Brian M. Berliner
Registration No: 34,549

Signature

March 24, 2004
Date

Total number of pages comprising cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

Mail Stop: Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

03/30/2004 ECOOPER 00000076 10715777

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LA2:713118.1

PATENT
REEL: 015149 FRAME: 0766

ASSIGNMENT

WHEREAS, **GEORGE BORSHUKOV**, residing at 2001 Pierce Street, #62, San Francisco, California 94115, and **J.P. LEWIS**, residing at 1122 N. Columbus Avenue, #5, Glendale, California 91202, have made certain new and useful inventions in the **METHOD FOR DIGITALLY RENDERING SKIN OR LIKE MATERIALS**, and have disclosed the same in an application for Letters Patent of the United States therefor, said application having been filed with the U.S. Patent and Trademark Office on November 17, 2003, bearing Serial No. 10/715,777; and

WHEREAS, **ESC ENTERTAINMENT**, a corporation organized and existing under the laws of the State of California, having a place of business at 2550 Monarch Street, Alameda, California 94501 (hereafter called the "Assignee") is desirous of acquiring the entire interest in all inventions disclosed in said application;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to us paid by said Assignee, the receipt and sufficiency whereof is hereby acknowledged, we do hereby sell, assign, and transfer unto said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to all said inventions disclosed in said application; and in and to said application, including all priority rights for other countries arising from said application; and in and to all substitutions, provisionals, divisions, and continuations thereof; and in and to all Letters Patent, United States and foreign, that may be granted for said inventions; and in and to all extensions, renewals, and reissues thereof.

And we do hereby authorize and request the Commissioner of Patents of the United States and the duly constituted authorities of foreign countries to issue any Letters Patent which may be granted on said inventions, on any applications related thereto, and on any substitute, continuing, divisional, or reissue applications, or any of them, to said Assignee, its successors and assigns, as assignee of the entire right, title and interest therein and thereto.

And for the consideration aforesaid, we do hereby, for us and for our legal representatives, further covenant and agree with said Assignee, its successors and assigns, that we have full and unencumbered title to the inventions and application above described and hereby assigned, which title we warrant unto said Assignee, its successors and assigns; that we have granted to others no license to make, use, or sell said inventions; and that we will not execute any instrument in conflict herewith.

And for the consideration aforesaid, we do hereby, for us and for our legal representatives, further covenant and agree with said Assignee, its successors and assigns, that upon request we will execute substitute, continuing, divisional, or reissue applications, amended specifications, or rightful oaths; communicate to said Assignee, its successors and assigns, any facts known to us relating to said inventions or the history thereof; execute preliminary statements; testify in any interference or other legal proceedings involving said inventions; execute and deliver any application papers,

assignments, or other instruments, and do all other acts which, in the opinion of counsel for said Assignee, may be necessary or convenient to secure the grant of Letters Patent to said Assignee, its successors and assigns, or its nominees, in the United States and in all other countries where said Assignee may desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for said Assignee, and to vest and confirm and complete legal and equitable title to all such inventions, applications, and Letters Patent, and to enable it to record said title, without further consideration than now paid but at the expense of said Assignee, its successors or assigns.

Date: March 15, 2004

[Signature]
GEORGE BORSHUKOV

Date: MARCH 15 2004

[Signature]
J.P. LEWIS

UNITED STATES OF AMERICA

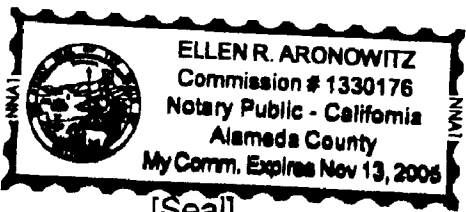
STATE OF CA

COUNTY OF ALAMEDA

ss:

On MARCH 15, 2004 before me, Ellen R ARONOWITZ personally appeared **GEORGE BORSHUKOV**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Seal]

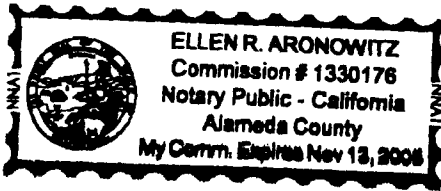
Signature: *[Signature]*

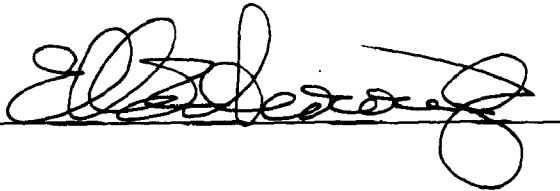
UNITED STATES OF AMERICA

STATE OF CA)
COUNTY OF ALAMEDA) ss:

On MARCH 15, 2004 before me,
Ellen B ARONOWITZ personally appeared J.P. LEWIS,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.



Signature: 

[Seal]