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

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

<p>1. Name of conveying party(ies): Scott E. Lipsky (05/27/2004) and Paul Brownlow (05/26/2004)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>RGB Labs, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>83 South King Street, Suite 300</p> <p>City: <u>Seattle</u></p> <p>State: <u>WA</u> Zip: <u>98104</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>see Box 1, conveying parties</u></p>	

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

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

A. Patent Application No.(s):
10/702,105

B. Patent No.(s): _____

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Maurice J. Pirio</u> <u>PERKINS COIE LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 407438001US1</u></p> <p>Street Address: <u>P.O. Box 1247</u></p> <p>City: <u>Seattle</u> State: <u>WA</u> Zip: <u>98111-1247</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>50-0665</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Maurice J. Pirio - 33,273 Maurice Pirio June 1, 2004
Name of Person Signing Signature Date

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

06/04/2004 JBA:INAH 00000025 10702105 05 FC:8021 40.00 OP

ASSIGNMENT BY INVENTORS

This Assignment is by Scott E. Lipsky and Paul Brownlow (the "Assignors"), residing at 83 South King Street, Suite 300, Seattle, Washington 98104; and 83 South King Street, Suite 300, Seattle, Washington 98104, respectively. The Assignors have invented one or more certain inventions (the "Invention(s)") described in a Patent application for Letters Patent of the United States entitled METHOD AND SYSTEM FOR DISTRIBUTING IMAGES TO CLIENT SYSTEMS (the "Application"), already filed on November 5, 2003, as U.S. Application No. 10/702,105.

RGB Labs, Inc., a corporation of Washington having its principal place of business at 83 South King Street, Suite 300, Seattle, Washington 98104 ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignors warrant that Assignors own the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

MAY 27, 2004

Date

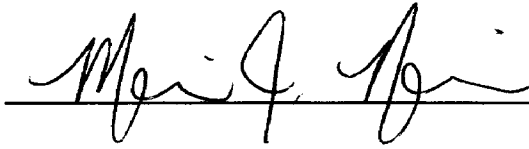


Scott E. Lipsky

Witness:

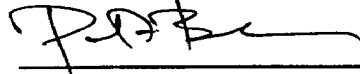
May 27, 04

Date



May 26, 2004

Date



Paul Brownlow

Witness:

May 26, 2004

Date

