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

1. Name of conveying party(ies):  
Scott E. Lipsky (06/10/2004) and  
Paul Brownlow (06/10/2004)  
**G. I.S. 04**  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: RGB Labs, Inc.  
Internal Address: \_\_\_\_\_  
Street Address:  
  
83 South King Street, Suite 300  
  
City: Seattle  
State: WA Zip: 98104  
Additional name(s) & address(es) attached:  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: see Box 1, conveying parties

4. Application number(s) or patent number(s): 20868586  
If this document is being filed together with a new application, the execution date of the new application is: June 10, 2004  
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:  
Name: Maurice J. Pirio  
PERKINS COIE LLP  
Internal Address: Atty. Dkt.: 407438004US  
Street Address:  
P.O. Box 1247  
  
City: Seattle State: WA Zip: 98111-1247

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  
 Authorized to be charged to credit card  
(Form 2038 enclosed)  
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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 J. Pirio June 15, 2004  
Name of Person Signing Signature Date  
  
Total number of pages including cover sheet, attachments, and documents: 3

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**ASSIGNMENT BY INVENTORS**

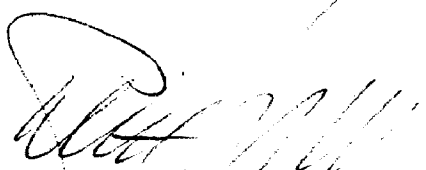
This Assignment is by Scott E. Lipsky and Paul Brownlow (the "Assignors"), having mailing addresses at 83 South King Street, Suite 300, Seattle, Washington 98104; and 83 South King Street, Suite 300, Seattle, Washington 98104, respectively. The Assignors have invented one or more certain inventions (the "Invention(s)") described in a Patent application for Letters Patent of the United States entitled METHOD AND SYSTEM FOR SECURELY DISTRIBUTING CONTENT (the "Application"), executed concurrently herewith and naming the Assignors as inventors. The Assignors authorize the Assignee, identified below, or its representatives to insert the application number of the Application \_\_\_\_\_ when known.

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.

JUNE 10, 2004  
Date

  
Scott E. Lipsky

**Witness:**

June 10, 2004  
Date



June 10, 2004  
Date

  
Paul Brownlow

**Witness:**

June 10, 2004  
Date

