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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):

TMS, Inc.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ OtherExecution Date: **December 17, 2004**

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

Name: **PIC Acquisition, Inc.**
c/o Pegasus Imaging Corp.Address: **4001 North Riverside Drive**City: **Tampa** State: **Florida** ZIP: **33603**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) 5,594,814

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Michael P. Straub, Esq.**
STRAUB & POKOTYLO
Customer No. 26479Internal Address: **620 Tinton Avenue**Street Address: **Bldg. B, 2nd Floor**City: **Tinton Falls**State: **NJ**ZIP: **07724-3260**6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41).....\$ **40.00**☐ Enclosed (included with Filing Fees)☒ Any fees required are authorized to be charged to the deposit account listed below.

8. Deposit account number:

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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

Michael P. Straub

Name of Person Signing



Signature

January 14, 2005

Date

Total number of pages comprising cover sheet plus assignment: **3**

OMB No. 0651-0011 (exp. 4/94)

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ASSIGNMENT OF PATENTS

WHEREAS, TMS, Inc., an Oklahoma corporation ("Assignor") is the sole owner of the patents listed on Schedule A and all goodwill symbolized thereby (the "Patents");

WHEREAS, PIC Acquisition, Inc., an Oklahoma corporation ("Assignee"), wishes to acquire all rights, title and interest in the Patents, and Assignor wishes to transfer the same to Assignee, pursuant to an Asset Purchase Agreement between Assignor and Assignee and Pegasus Imaging Corporation, as amended, dated August 5, 2004 (the "Purchase Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby transfers and assigns to Assignee, all right, title, and interest in and to the Patents.

This Assignment is expressly made pursuant to, and subject to the limitations contained in, the Purchase Agreement. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Purchase Agreement, and such representations, warranties, covenants and agreements shall remain in full force and effect in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern, supersede and prevail.

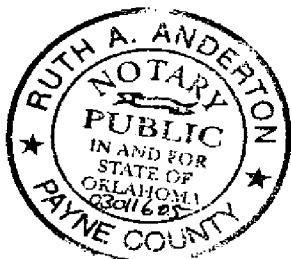
Assignor agrees promptly to execute and deliver to Assignee any such additional assignments of ownership in and to the Patents as Assignee may request for the purpose of securing, recording, or otherwise effectuating this Assignment, and Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact for the purpose of executing any such additional assignments of ownership in and to the Patents in Assignor's name.

Subscribed and sworn to before
me on December 17, 2004.

TMS, INC.

Ruth A. Anderton
Notary Public 2/9/96

By: *Deborah D. Mosier*
Name: Deborah D. Mosier
Its: President



Schedule A to Assignment of PATENTS

Patents:

PATENTS Registration #	Issue Date
USPN 5,729,635	7/7/1998
USPN 5,778,103	3/17/1998
USPN 5,579,414	11/26/1996
USPN 5,590,224	12/31/1996
USPN 5,594,814	1/14/1997
USPN 5,594,817	1/14/1997
USPN 5,594,815	1/14/1997
USPN 5,594,817	1/14/1997
USPN 5,625,719	4/29/1997
USPN 6,741,738	5/25/2004