

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

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 DriveCity: Tampa State: Florida ZIP: 33603Additional 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) 5,594,817Additional 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 AvenueStreet Address: Bldg. B, 2nd FloorCity: Tinton FallsState: NJZIP: 07724-32606. Total number of applications and patents involved: 17. 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:

50-1049

(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

Michael P. Straub

Name of Person Signing

Michael P. Straub

Signature

January 14, 2005

Date

Total number of pages comprising cover sheet plus assignment: 3

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

Do not detach this portion

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

Commissioner of Patents and Trademarks
Mail Stop Patent Application/Missing Parts
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time to reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CH \$40.00 501049 5594817

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.

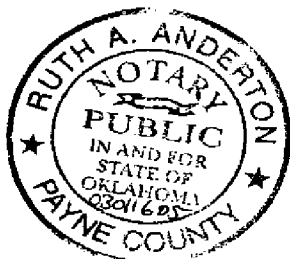
Assignor agrees promptly to execute and deliver to Assignee any such additional assignments of ownership in and to the Patents as Assignee may request for the purpose of securing, recording, or otherwise effectuating this Assignment, and Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact 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 249 9/9/07

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