

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Zight Corporation	01/28/2002

RECEIVING PARTY DATA

Name:	Three-Five Systems, Inc.
Street Address:	1600 North Desert Drive
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281-1230

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10658167

CORRESPONDENCE DATA

Fax Number: (512)322-8355
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5123222601
Email: auspatdept@bakerbotts.com
Correspondent Name: Baker Botts L.L.P.
Address Line 1: Bruce W. Slayden II (075115.0329)
Address Line 2: 98 San Jacinto Blvd., Suite 1500
Address Line 4: Austin, TEXAS 78701-4039

NAME OF SUBMITTER:

Angela D. Loding

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), is effective as of January 28, 2004 by and between **THREE FIVE SYSTEMS, INC.**, a Delaware corporation with its principal place of business at 1600 N. Desert Drive, Tempe, AZ 85281-1230 (hereinafter "**TFS**"), and **ZIGHT CORPORATION**, having a principal place of business at 1688 Conestoga Street, Boulder Colorado 80301 (hereinafter "**ZIGHT**").

WITNESSETH:

WHEREAS, **ZIGHT** has developed certain **ZIGHT** Technology pertaining to displays, display systems, image generators, and the like, hereinafter defined and owns certain Intellectual Property Rights as hereinafter defined in and to such **ZIGHT** Technology;

WHEREAS, **ZIGHT** and **TFS** have entered into an Asset Purchase Agreement, effective as of _____, 2001, ("APA"), pursuant to which **ZIGHT** has sold assets and Technology related to displays, display systems, image generators, and the like to **TFS** and additionally has agreed to assign all the Intellectual Property Rights in and to such **ZIGHT** Technology to **TFS**;

WHEREAS, **TFS** is interested in acquiring all of **ZIGHT**'s right, title and interest in and to the Intellectual Property Rights; and

WHEREAS, after extensive negotiations, **TFS** and **ZIGHT** have determined in good faith a price considered by **TFS** and **ZIGHT** equivalent to the fair value of the Intellectual Property Rights;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, **TFS** and **ZIGHT** agree as follows:

ARTICLE 1 – Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1.1 "Intellectual Property Rights" shall mean all Patent Rights, Copyrights, Trademarks, and other intellectual and/or proprietary rights on a worldwide basis now owned or hereafter acquired and listed or described in Exhibit A, B and C
- 1.2 "Patents" shall mean the existing and future patents, design patents, patent applications, utility models, and utility model applications, including both foreign and domestic counterparts thereof.
- 1.3 "Patent Rights" shall mean all United States and foreign Patents, if any, and published or unpublished patent applications including without limitation any and all additions, divisions, continuations, continuations-in-part ("CIPs"), provisionals, Patent Cooperation Treaty (PCT) applications, substitutions, extensions, renewals, utility models and certificates of invention or reissues thereof or therefor.
- 1.4 "**ZIGHT** Technology" shall mean the **ZIGHT** Patents, Trademarks, and other intellectual and/or proprietary rights as described in Exhibit A, B, and C.

ARTICLE 2 – Assignment

- 2.1 In exchange for the consideration given by TFS, **ZIGHT** hereby irrevocably assigns, transfers and conveys to TFS, and TFS hereby accepts from **ZIGHT**, all of **ZIGHT**'s rights, title and interest in the Intellectual Property Rights in and to the **ZIGHT** Technology listed in Exhibit A, B and C. **ZIGHT** does not reserve or retain any interest whatsoever in such Intellectual Property Rights.
- 2.2 **ZIGHT** agrees to provide all reasonable assistance and execute any papers reasonably requested by TFS, at TFS' expense, to preserve and acquire TFS' title in and to the Intellectual Property Rights and for the filing and granting of formal applications for attaining available legal protection based on the Intellectual Property Rights.

ARTICLE 3 – **ZIGHT**'s Representations

ZIGHT hereby represents to TFS that the following statements are true and correct:

- 3.1 Corporate Status, Power and Authority
- a) **ZIGHT** has all requisite legal and corporate power to execute and deliver this Agreement and to sell and transfer the Intellectual Property Rights and to carry out and perform its obligations hereunder.
 - b) All corporate action on behalf of **ZIGHT**, its directors and shareholders necessary to authorize **ZIGHT** to enter into and perform this Agreement and perform its obligations hereunder has been taken. The execution and delivery of this Agreement by **ZIGHT** has been duly authorized. This Agreement has been duly executed and delivered by **ZIGHT** and constitutes a valid and legally binding agreement of **ZIGHT** subject to laws of general application relating to bankruptcy, insolvency and relief of debtors.
 - c) Neither the execution, delivery and performance of this Agreement, nor the transfer of Intellectual Property Rights hereunder, will result in or constitute any of the following: 1) a breach of any term or provision of this Agreement; or 2) the violation of any law, judgment, order or decree affecting the business of **ZIGHT**.
 - d) To the knowledge of the management of **ZIGHT**, no authorization, consents or approvals of any federal, state, county or local regulatory body or agency are required to be obtained or given (other than United States export control license or those which are ministerial in nature and which will not delay or invalidate the transactions contemplated herein), and no waiting period is required to expire in order that the transfer of rights contemplated under the terms of this Agreement may be consummated by **ZIGHT**.
- 3.2 Existence of Intellectual Property Rights
- a) Except as qualified in the description to Exhibit "C", **ZIGHT** has all the rights, title and interest in the Intellectual Property Rights free and clear of any claim, lien or encumbrance; and **ZIGHT** has not assigned the **ZIGHT** Technology to any other party. Except as otherwise stated in this Section 3.2, the Intellectual Property Rights are transferred "as is, where is and with all faults."
 - b) There are no pending or, to the knowledge of **ZIGHT**'s management, threatened lawsuits concerning any aspect of the Intellectual Property Rights transferred hereunder.

ARTICLE 4 – TFS Representations

TFS represents that TFS is a legal entity duly organized, existing, and in good standing under the laws of Delaware. The execution and delivery of this Agreement and the consummation of the transfer of the Intellectual Property Rights by TFS has been duly authorized, and no further corporate authorization is necessary on the part of TFS.

ARTICLE 5 – Consideration

Except as otherwise agreed in writing by the parties, the consideration given pursuant to the APA shall be the sole and exclusive consideration to be given by TFS and ZIGHT for the transfers contemplated by this Agreement. In no event shall ZIGHT'S aggregate liability to TFS for any and all causes of action arising from this Agreement, including any under any action for breach of any representation or failure to perform any covenant hereunder, exceed the consideration given pursuant to the APA. Neither TFS nor ZIGHT shall have any right whatsoever to any additional consideration, license fee, or royalty of any kind.

ARTICLE 6 – ZIGHT's Obligations

At the times specified in the APA, ZIGHT shall, unless waived by TFS, have delivered or have caused to be delivered to TFS those documents and releases described in Sections 5(a) and 8 of the APA :

ARTICLE 7 – General

- 7.1 Notices. Any notice, request or demand required or permitted under this agreement shall be in writing and may be delivered by hand or by depositing the same either a) with the United States Postal Service, first class mail, postage prepaid, registered or certified, return receipt requested; or b) with one of the generally accepted commercial overnight courier services, charges prepaid; in either event addressed to the addressee at its principal office, the address of which is set forth on the execution page hereof. A party may change its address for the purposes of this Agreement by written notice given in accordance herewith. Other business communications between the parties may be made by facsimile transmission or by use of any commonly accepted electronic mail service to such address or addresses as either party may designate.
- 7.2 Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto.
- 7.3 Entire Agreement. This Agreement, all of its Exhibits, and the APA constitute the entire agreement between ZIGHT and TFS with respect to the subject matter hereof, supersede all prior agreements and understandings, whether written or oral, and may be modified only by an agreement in writing executed by the party to be charged. The section headings contained herein are for convenience of reference only and shall not be used to construe this Agreement. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but such counterparts together shall constitute one and the same instrument.
- 7.4 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had been contained herein.
- 7.5 Governing Law. This Agreement shall be governed by the laws of the State of Delaware and of the United States, without giving effect to any of the conflict of laws provisions thereof. In the

- 7.4 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had been contained herein.
- 7.5 Governing Law. This Agreement shall be governed by the laws of the State of Delaware and of the United States, without giving effect to any of the conflict of laws provisions thereof. In the event of any dispute relating to or concerning this Agreement, the parties will submit exclusively to the jurisdiction of any court of competent jurisdiction sitting in the State of Delaware, and will comply with all requirements necessary to give such court exclusive jurisdiction.
- 7.6 Independence. Each of the parties is an independent contractor. Neither party has the authority to bind the other in any respect. Neither party shall claim any right, power or authority to obligate the other in any manner.
- 7.7 Force Majeure. The performance of either party, required by this Agreement, shall be extended by a reasonable period of time if such performance of the respective party is impeded by an unforeseeable event beyond such party's control, which shall include but not be limited to acts of God, industrial actions, riots, wars, accidents, embargo or requisition (acts of government), so long as the affected party shall promptly notify and furnish the other party in writing with all relevant information regarding such an event. Should any such event continue for more than three (3) months, either party shall have the right to terminate this Agreement upon written notice to that effect to the other party.
- 7.8 Controlling Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement supplied by one party to the other for use in connection with the performance for this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first set forth above.

TFS

By _____
Its EXECUTIVE VP / CFO
Address: 1600 N. Desert Drive
Tempe, AZ 85281-1230

ZIGHT

By: Gut EW
Its President
Address: 1688 Conestoga St.
Boulder, CO 80301

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/920,602 6,104,367	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/920,603 6,144,353	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/994,033 6,046,716	12/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/542,432	04/04/00
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/576,759 6,304,239	5/23/00
DISPLAY HEADSET	08/904,515 6,034,653	08/01/97
HEAD-SET DISPLAY DEVICE	09/393,252	09/10/99
DISPLAY HEADSET	09/075,082 D402,651	08/01/97
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	09/222,230	12/29/98
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	60/070,216	12/31/97
AN ELECTRODE BORDER FOR SPATIAL LIGHT MODULATING DISPLAYS	09/520,682	03/07/00
METHOD AND APPARATUS FOR INDEPENDENT CONTROL OF BRIGHTNESS AND COLOR BALANCE IN DISPLAY AND ILLUMINATION SYSTEMS	09/258,512	02/26/99
MICRO LIQUID CRYSTAL DISPLAYS	09/312,946 6,275,277	05/17/99
MICRO LIQUID CRYSTAL DISPLAYS	09/872,933	05/31/01
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/347,440 6,280,054	07/02/99
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/912,156	07/23/01
HEADSET FOR HEADMOUNTED DISPLAY	09/525,990	03/15/00

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
HEADSET FOR HEADMOUNTED DISPLAY	60/124,793	03/17/99
A TIME SEQUENTIAL LOOKUP TABLE ARRANGEMENT FOR A DISPLAY	09/312,196	05/14/99
A POWER PARTITIONED MINIATURE DISPLAY SYSTEM	09/311,891 6,326,958	05/14/99
A SAFETY TIMER TO PROTECT A DISPLAY FROM FAULT CONDITIONS	09/311,893	05/14/99
HEADSET FOR HEADMOUNTED DISPLAY	29/102,147 D429,253	03/17/99
HEADSET FOR HEADMOUNTED DISPLAY	09/526,803	03/16/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,786	03/17/99
CONTROLLED ANGLE RETARDER	09/564,473	05/03/00
BALL GRID ARRAY MOUNTED LIQUID CRYSTAL DISPLAY PANELS	09/313,222	05/17/99
USE OF ONE AND ONE-THIRD MEMORY SIZE TO PERFORM DOUBLE BUFFERING	09/732,054	12/06/00
WAFER SCALE PROCESSING	09/619,969	07/20/00
COMPACT NEAR-EYE ILLUMINATION SYSTEM	09/872,073	06/01/01
ILLUMINATION SYSTEM FOR A MICRODISPLAY	09/952,980	09/14/01
LIGHT CURTAIN ILLUMINATION SYSTEM FOR MICRODISPLAYS	60/233,298	09/15/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,212	05/21/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,211	05/21/01
COMPACT WIDE FIELD OF VIEW IMAGING SYSTEM	09/872,111	06/01/01
WIDE FIELD OF VIEW EYEPIECE	60/242,189	10/20/00
DISPLAY SYSTEMS WITH PIXEL ELECTRODES	09/797,540	02/28/01
CHANNEL TO CONTROL SEAL WIDTH AND OPTICAL DEVICES	09/872,145	06/01/01
LIQUID CRYSTAL DISPLAY DEVICE	09/866,038	05/24/01

Description

RELAY OPTICAL SYSTEM FOR HEAD MOUNTED
DISPLAY

Registration/
Application
Number

60/327,641

Registration:
Application
Date

10/05/01

Exhibit B

TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration: Application <u>Date</u>
We Share Your Vision	75/651,696 2,399,250	3/22/99
Zight	76/247068	4/26/01
Eyzon	76/179,458	12/12/00
See Beyond	76/323560	10/10/01

EXHIBIT C

OTHER INTELLECTUAL PROPERTY

Description
All of the following tangible and intangible property rights to the extent owned and in the possession or control of Seller and to the extent such rights can be legally transferred to Buyer by Seller.
1. All mask sets at UMC for SVGA, QVGA, and XLB (otherwise known as "Winky") products
2. All Fujitsu mask sets for SVGA, and SVGA-Analog products
3. All Karsem test vectors and packaging information for Winky
4. All design and manufacturing rights related to Hitachi and the procurement of DDI products
5. All rights to Seller's website and website center; including the following URLs: www.zight.com ; www.zight-oem.com ; www.comicro.com ; www.comicro-oem.com (with Seller retaining access to such URLs as necessary and appropriate to complete its liquidation of its remaining assets).
6. All rights (including copyright, trade name and trade dress) to Seller's documentation and graphic images
7. All rights (including copyright) to Seller's data and lab/engineering notebooks and notes
8. All rights to the data contained in Seller's computers and servers
9. All rights to all invention or patent disclosures not yet filed, including the Blakely and Sokoloff work
10. All design and manufacturing rights related to Radchip and the design of Winky and backplane architecture
11. All rights to design and development of SVGA BGA Substrate at ASE.
12. Six SVGA Revision E-4 UMC wafers at Seller.