Form PTO-1595 (Rev. 06/04) OMB No. 0651-0027 (exp. 6/30/2005) 09-16-2004

ttorney Docket No. 21751-006900US

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102837212 Patent and Trademark Office: Please record the amounted documents or the new address(es) below. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies)/Execution Date(s): Frank Sebastian Grassia, Thomas Hahn, Name Malcolm Blanchard, Marco Jorge da Silva, Pixar Andrew Witkin Internal n/a Address: August 3, 2004 (Grassia) PUBLIC REPOR August 3, 2004 (Hahn) August 3, 2004 (Blanchard) August 3, 2004 (da Silva) Street Execution Date(s) August 3, 2004 (Witkin) 1200 Park Avenue Address: Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: City: Emeryville X Assignment Merger Security Agreement Change of Name State: CA Government Interest Assignment Country: US Zip: 94608 Executive Order 9424, Confirmatory License Other Additional name(s) & address(es) attached? Yes No This document is being filed together with a new application. 4. Application or patent number(s): A. Patent Application No.(s) B. Patent No.(s) 10/846,495, filed May 14, 2004 Additional numbers attached? Yes No 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Name: Sujit B. Kotwal Internal Address: Authorized to be charged by credit card Authorized to be charged to deposit account TOWNSEND AND TOWNSEND AND CREW LLP Street Address: Two Embarcadero Center, **Enclosed** None required (government interest not affecting title) Eighth Floor San Francisco 8. Payment Information City: a. Credit Card Last 4 numbers State: California Zip: 94111-3834 Expiration Date Phone Number: (415) 576-0200 b. Deposit Account Number 20-1430 Fax Number: (650) 326-2400 Authorized User Name Email Address: sbk@townsend.com 5.B. Kolwal 9. Signature: September 8, 2004 Signature 09/15/2004 DBYRNE 00000042 201430 1066495 B. Kotwal Total number of pages including cover sheet, attachments, and documents: 014 FC:8021 Mame of Person Signing Atty. Reg. No. 43,336

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## ASSIGNMENT OF PATENT APPLICATION

**JOINT** 

WHEREAS, Frank Sebastian Grassia of 184 Central Avenue, Mountain View, California 94043; Thomas Hahn of 1236 Ashmont Avenue, Piedmont, California 94610; Malcolm Blanchard of 13650 Garric Avenue, Glen Ellen, California 95442; Marco Jorge da Silva of 225 Clifton Street #104, Oakland, California 94618; Andrew Witkin of 5552 Golden Gate Avenue, Oakland, California 94618 hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention:

TECHNIQUES FOR AUTOMATICALLY MAINTAINING

CONTINUITY ACROSS DISCRETE ANIMATION

**CHANGES** 

Date(s) of execution of Declaration: August 3, 2004 (Grassia, Hahn, Blanchard, da Silva, Witkin)

Filing Date:

May 14, 2004

Application No.:

10/846,495; and

WHEREAS, Pixar, a corporation of the state of California, located at 1200 Park Avenue, Emeryville, California 94608, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 8/3/64

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**RECORDED: 09/13/2004** 

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