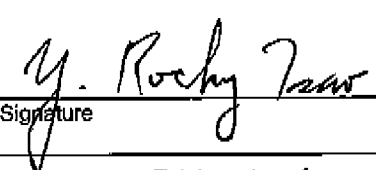


### RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): LifeF/X, Inc.; LifeF/X Networks, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): LifeF/X Technologies, Inc. 6 Mill Street Ext. Lincoln, MA 01773  Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 07/15/03	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): 5,999,209 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: Y. ROCKY TSAO Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
<b>DO NOT USE THIS SPACE</b>	
9. Statement and Signature: <i>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.</i>	
Y. Rocky Tsao Req. No. 34,053 Name of Person Signing	 Signature
	6-23-05 Date
Total number of pages including coversheet, attachments and document: 4	

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#### CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

\_\_\_\_\_  
Date of Transmission                      Signature                      Typed Name of Person Signing Certificate

**PATENT**

700190017

REEL: 016397 FRAME: 0719

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of July 15, 2003, by and among LifeF/X, Inc., a Nevada corporation, and LifeF/X Networks, Inc., a Delaware corporation ("Assignors"), and LifeF/X Technologies, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, pursuant to the terms of that certain Debtor's Amended Plan of Reorganization in connection with a Chapter 11 proceeding previously pending before the United States Bankruptcy Court, District of Massachusetts, In re LifeF/X, Inc. and LifeF/X Networks, Inc., Debtors, Case nos. 02-14061-JNF and 02-14062-JNF, the Assignors have agreed to assign and transfer to Assignee, among other things, all of their right, title and interest in, to and under certain assets belong to the Assignors; and

WHEREAS, Assignee has agreed to accept said assignment and transfer of such assets, and to assume the obligations of the Assignors associated with such assets;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

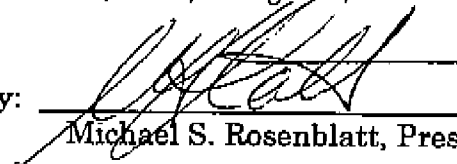
1. Assignors hereby transfer and assign to Assignee all right, title and interest of Assignors in, to and under those certain software and other license agreements, and other contracts and all legal rights related thereto listed on Exhibit A attached hereto and made a part hereof (collectively, the "Contracts");
2. Assignee hereby accepts the foregoing assignment of the Contracts, and hereby assumes all the duties and obligations of Assignor accruing after the date hereof under the Contracts. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, liabilities and costs (including attorneys' fees and costs) arising (from and after the date hereof) out of or relating to Assignee's failure to perform any duty or obligation assumed by Assignee under the Contracts.
3. Assignor hereby warrants and represents to Assignee that all fees payable in connection with the Contracts due through the date hereof have been paid by Assignor. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, liabilities and costs (including attorneys' fees and costs) arising out of or relating to Assignor's failure to perform any duty or obligation accruing on or before the date hereof under the Contracts.
4. In all other respects, this Assignment is without recourse to Assignor.


5. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by the laws of the Commonwealth of Massachusetts.

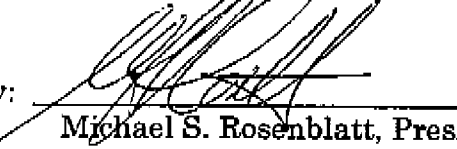
IN WITNESS WHEREOF, the parties have executed this Assignment under seal on the day and year first above written.


LIFEF/X, INC., Assignor

By:   
Michael S. Rosenblatt, President

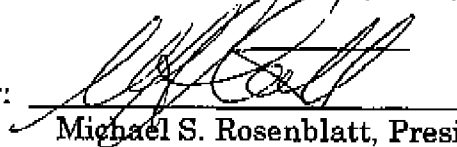
  
Serge LaFontaine, Vice-President

LIFEF/X NETWORKS, INC., Assignor

By:   
Michael S. Rosenblatt, President

  
Serge LaFontaine, Vice-President

LIFEF/X TECHNOLOGIES, INC., Assignee

By:   
Michael S. Rosenblatt, President

By:   
Dr. Serge LaFontaine, Vice-President

**EXHIBIT A**

**I. Software License Agreements/Customer Contracts**

**DaimlerChrysler AG**  
**Creighton School of Medicine/Omaha VA Medical Center**  
**The Coaching Staff**  
**Brown & Williamson Tobacco Corp.**  
**AutoFuse**  
**Davis Saperstein & Salomon, PC**  
**The National Security Agency**  
**LifeFX Player and License Agreement with Auckland UniServices Limited**  
**CMISS/Animation License Agreement with Auckland UniServices Limited**  
**Nellymoser, Inc. License Agreement**

**II. Sales Commission Agreement with Innovation Partners International**

**III. Supplier or Customer Agreements (to be attached on a separate Schedule A)**

**IV. All related files and intellectual property for Items I, II, and III above**

Attorney's Docket No.: 08987-016001

**OFFICIAL COMMUNICATION FACSIMILE**

**TO THE ATTENTION OF:**

**MAIL STOP ASSIGNMENT**

**MAIL STOP ASSIGNMENT FAX NO: 703/306-5995**

Number of pages including this page 5

Applicant : Ian W. Hunter et al.  
Patent No. : 5,999,209  
Issue Date : December 7, 1999

Art Unit : 2713  
Examiner : Howard Britton

FACSIMILE COMMUNICATION

Title : RAPID HIGH RESOLUTION IMAGE CAPTURE SYSTEM


**MAIL STOP ASSIGNMENT RECORDATION SERVICES**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attached to this facsimile communication cover sheet is a Recordation Form Cover Sheet and Assignment, faxed this 23<sup>rd</sup> day of June, 2005, to Mail Stop Assignment Recordation Services, U.S. Patent and Trademark Office.

Respectfully submitted,

Date: June 23, 2005

  
\_\_\_\_\_  
Y. Rocky Tsao  
Reg. No. 34,053

PTO Customer No. 26161  
Fish & Richardson P.C.  
Fish & Richardson P.C.  
225 Franklin St.  
Boston, MA 02110  
Telephone: (617) 542-5070  
Fax: (617) 542-8906

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**RECORDED: 06/23/2005**

**PATENT  
REEL: 016397 FRAME: 0723**