

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
TMS, Inc.	12/17/2004

RECEIVING PARTY DATA

Name:	Pegasus Imaging Corporation
Street Address:	4001 N. Riverside Dr.
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33603

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5729635
Patent Number:	5778103
Patent Number:	5579414
Patent Number:	5590224
Patent Number:	5594814
Patent Number:	5594817
Patent Number:	5594815
Patent Number:	5625719
Patent Number:	6741738

CORRESPONDENCE DATA

Fax Number: (404)898-2901
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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 Correspondent Name: Evelyn A. Ashley, Esq.
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OP \$360.00 5729635

Address Line 2: Suite 1910
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NAME OF SUBMITTER:

Evelyn A. Ashley

Total Attachments: 2
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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.

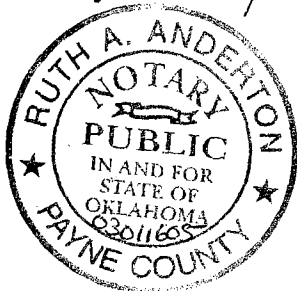
Assignor agrees promptly to execute and deliver to Assignee any such additional assignments of ownership in and to the Patents as Assignee may request for the purpose of securing, recording, or otherwise effectuating this Assignment, and Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact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