

05-18-2005

cket No.: Deep-2

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03

REC

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103005620

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Deep Video Imaging Limited

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: PureDepth Limited

Internal Address:

Street Address: Unit G, 24 Morrin Road, Panmure

P.O. Box 22113, Otahuhu

City: Auckland, New Zealand State: ZIP:

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

5116105

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: September 23, 2004

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/476,590

B. Patent No.(s)

Additional numbers attached?  Yes  No

OPR/FINANCE  
MAY 16 AM 7:24

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey M. Chamberlain, Esq.

Internal Address: Duane Morris LLP

Street Address: P.O. Box 5203

05/17/2005 ECDOPER 00000222 502061 10476590

01 FC:8021 40.00 DA  
City: Princeton State: NJ ZIP: 08543

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-2061

(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.

Jeffrey M. Chamberlain, Esq.

May 12, 2005

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

16

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

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22304-1450

PATENT  
REEL: 016563 FRAME: 0188

DEED OF ASSIGNMENT AND LICENCE OF  
INTELLECTUAL PROPERTY

between  
Deep Video Imaging Limited  
and  
PureDepth Limited



HESKETH HENRY  
Lawyers

2226457/m

Table of Contents	
1. Definitions and Construction	1
2. Assignment	3
3. Grant of Licence	3
4. Effective Date	4
5. Payment of Licence Fee and Revenue Fee	4
6. Covenants and Acknowledgments of the Assignor and the Assignee	4
7. Intellectual Property Improvements	5
8. Termination of Licence	5
9. Indemnity	6
10. Limitation of Liability	6
11. Assignment	6
12. Confidentiality	6
13. Further Assurances	6
14. No Waiver	7
15. Severability	7
16. Entire agreement	7
17. Jurisdiction and Governing Law	7
18. Counterparts	7
19. Costs	7
20. Notices	7
SCHEDULE 1 - Intellectual Property	9
SCHEDULE 2 - Contact Details for Notices	22

**Deed Of Assignment And Licence Of Intellectual Property**

Date: 23 Sep 2004 2004

**Parties**

1. Deep Video Imaging Limited ("Assignor")
2. PureDepth Limited ("Assignee")

**Background**

- A. Pursuant to an agreement for the Sale and Purchase of Intellectual Property between the Assignor and the Assignee dated on or about the date of this deed ("Sale Agreement"), the Assignor has agreed to sell and transfer to the Assignee on the Completion Date all Intellectual Property owned by the Assignor that is used in the Business and to assign all such Intellectual Property to the Assignee on the terms of this Deed.
- B. The Assignor hereby assigns the Intellectual Property to the Assignee and the Assignee hereby grants to the Assignor a licence of the Intellectual Property for the consideration and on the terms and conditions of this Deed.

**Terms and Conditions**

**1. Definitions and Construction**

**Defined Terms**

- 1.1 In this Deed, unless the context requires otherwise:

"Assignment" has the meaning given to that term in clause 2.1.

"Business" means the Assignor's business, including the development, marketing, licensing, distribution and sale of certain multi-layered screen technology and all associated products and services including any software and hardware used or developed in connection with such technology.

"Business Day" means any day of the week other than Saturday, Sunday and any statutory holiday in Auckland, New Zealand.

"Completion" means completion of the sale and purchase of the Intellectual Property and the contemporaneous issue of the Shares in accordance with the provisions of clause 2 of the Sale Agreement.

"Completion Date" means the date on which Completion occurs.

"Confidential Information" means, in respect of any party to this agreement (the "first party"), any and all proprietary information owned by or which is in the possession or under the control of the other party to this agreement (the "other party") and which is not in the public domain (or otherwise known to the other party without any breach of an obligation of confidence owed to the first party) including, but not limited to, ideas, records, price lists, technical and marketing data, know-how, trade secrets, strategies, designs or policies of or relating to the first party and which have been or may be disclosed to the other party.

"Encumbrance" means any rights of pre-emptive waiver, mortgage, lien, charge, encumbrance, security interest or other adverse interest.

"Intellectual Property" means any and all intellectual property rights and interests (including common law rights and interests) owned or held by the Assignor in New Zealand and internationally in connection with the Business, including:

- a. all or any formulae, methods, plans, data, drawings, specifications, characteristics, equipment designs, inventions, discoveries, improvements, know-how, experience, trade secrets, Confidential Information or other information (of a confidential nature or otherwise) used in, or developed for and/or in connection with the Business by past and present employees or contractors of the Assignor;
- b. trade marks, designs, patents (including those listed in Schedule 1) and service marks (in each case, whether registered or unregistered), applications for any of the foregoing and the rights to apply for them anywhere in the world, copyrights, trade names (including the name "PureDepth"), symbols and logos;
- c. all rights and interests of the Assignor under the Licence Agreements;
- d. all rights and interests of the Assignor under the Non-Disclosure Agreements;
- e. all rights and interests of the Assignor under the Memoranda of Understanding;
- f. all rights and interests of the Vendor in relation to any claims or legal proceedings in connection with the registration or protection of the Intellectual Property or any part of it which have arisen prior to Completion; and
- g. any and all other intellectual property developed by the Assignor, or its employees or contractors (acting in their capacity as such).

"Licence Agreements" means the licence agreements described in Part E of Schedule 1.

"Intellectual Property Improvements" has the meaning given to that term in clause 7.1.

"Licence" has the meaning given to that term in clause 3.1.

"Licence Fee" means the fee of \$ [redacted] payable annually by the Assignor to the Assignee in accordance with clause 5.1a.

"Memoranda of Understanding" means the memoranda of understanding described in Part G of Schedule 1.

"Non-Disclosure Agreements" means the non-disclosure agreements described in Part F of Schedule 1.

"Relevant Authorities" means the Intellectual Property Office of New Zealand and its counterpart offices or departments in all countries in which the Assignor owns Intellectual Property.

"Revenue Fee" means a fee representing a percentage of the net profits of the Assignor arising directly from the use, development or other exploitation of the Intellectual Property, to be negotiated by the Assignor and the Assignee subsequent to the date of this Deed and to be payable by the Assignor to the Assignee in accordance with clause 5.1b.

"Shares" means [redacted] ordinary shares of \$1.00 in the Assignee to be issued by the Assignee to the Assignor on the Completion Date pursuant to the Sale Agreement.

69

"Warranties" means the warranties and representations given by the parties under clause 6 of the Sale Agreement.

1.2 Construction

1.3 In the construction of this Deed, unless the context requires otherwise:

- a. a reference to a clause is to a clause in this Deed;
- b. a reference to any document, including this Deed, includes a reference to that document as amended or replaced from time to time;
- c. a reference to "including" or "includes" means "including without limitation";
- d. headings appear as a matter of convenience and do not affect the construction of this Deed;
- e. a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;
- f. where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- g. the singular includes the plural and vice versa, and words importing one gender include the other genders;
- h. a reference to a party to this Deed includes that party's successors and permitted assigns;
- i. a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporated;
- j. for the avoidance of doubt, any defined term shall have the same meaning throughout this Deed;
- k. a reference to an enactment or statutory regulation is a reference to that enactment or regulation as amended, or to any enactment or regulation that has been substituted for that enactment or regulation; and
- l. references to monetary amounts are to New Zealand currency.

2. Assignment

2.1 The Assignor hereby assigns to the Assignee all its right, title and interest in and to the Intellectual Property, the right to use the Intellectual Property, and all common law rights and all rights of action, powers and benefits in respect of the Intellectual Property, including the right to sue for damages and other remedies in respect of any infringement of the Intellectual Property occurring prior to the date of this Deed (the "Assignment").

3. Grant of Licence

3.1 In consideration for payment by the Assignor to the Assignee of the Licence Fee and (once agreed) the Revenue Fee, each in accordance with clause 5 but subject to the provisions of clause 3.3, the Assignor hereby grants to the Assignee a non-exclusive licence to use the Intellectual Property (and, in accordance with clause 7.2, any Intellectual Property Improvements) for any purpose in any jurisdiction (the "Licence").

3.2 Subject to termination of the Licence in accordance with clause 8, the Licence will be for a perpetual term.

3.3 The rights granted to the Assignor under the Licence are personal to the Assignor who shall not be permitted to transfer or assign any such rights without the express prior written consent of the Assignee, provided however, that the Assignor may, jointly with the Assignee only, grant sublicenses of the Intellectual Property to third parties on terms and conditions acceptable to the Assignee.

4. **Effective Date**

4.1 The Assignment will be effective on and from, and the Licence will commence on, the Completion Date.

5. **Payment of Licence Fee and Revenue Fee**

5.1 In consideration for the grant of the Licence by the Assignee and the Assignee's obligations in relation to maintenance of the Intellectual Property and the Intellectual Property Improvements as set out in clause 6.4 below, the Assignor will pay to the Assignee:

- a. the Licence Fee plus GST (if any) annually on each anniversary of the Completion Date or, if such day is not a Business Day, on the next succeeding Business Day; and
- b. in any year (the first such year commencing on the date of this Agreement) in which the Assignor makes a net profit arising directly from the use, development or other exploitation of the Intellectual Property, the Revenue Fee, which will represent a percentage of such net profit, such percentage, the payment dates for such Revenue Fee and the precise meaning of "net profit" to be negotiated in good faith between the Assignor and the Assignee subsequent to the date of this Deed *on an arm's length basis. The initial percentage for the first year of the Licence.*

6. **Covenants and Acknowledgments of the Assignor and the Assignee**

6.1 The Assignor:  
a. acknowledges, and the Assignee warrants, that upon satisfaction of the post-closing obligations of the Assignor set out in clause 5 of the Sale Agreement, the Assignee shall be the sole legal owner of the Intellectual Property and the Intellectual Property Improvements;

b. acknowledges that the Assignee makes no warranties (other than as to ownership as set out in paragraph a. above and as to maintenance as set out in clause 6.4) in relation to the Intellectual Property and the Intellectual Property Improvements and, in particular, acknowledges that the Assignee makes no warranty as to whether or not any third party rights are, as at the Completion Date, or will be, infringed by the Intellectual Property or the Intellectual Property Improvements or as to whether the Intellectual Property or the Intellectual Property Improvements are, as at the Completion Date, or will continue to be, valid;

c. undertakes not to, and will not, at any time challenge or otherwise call into question the validity of any of the Intellectual Property or the Intellectual Property Improvements; and

d. undertakes not to, and will not, take any action which may prejudice or harm the Intellectual Property or the ownership by the Assignee of the Intellectual Property or the Intellectual Property Improvements.

6.2 The Assignor will give notice in writing to the Assignee immediately upon learning of any infringement or threatened infringement of the Intellectual Property or the Intellectual Property Improvements.

6.3 In the event that activities are carried on by a third party which constitute an infringement of the Intellectual Property or the Intellectual Property Improvements or any part of it, then the Assignee, in consultation with the Assignor, will take action to stop the infringement as the Assignee sees fit. If the Assignor requires the Assignee to take action to stop such infringement and the Assignee thinks fit, the parties will share the expense of any action equally. If the Assignee does not take action to stop such infringement, the Assignor may take action on its own account and in its own name, or in the name of the Assignee if the Assignee consents, but the Assignor will pay, and will indemnify and keep indemnified the Assignee against, all costs and expenses in respect of any such action.

6.4 In consideration for payment by the Assignor to the Assignee of the Licence Fee and the Revenue Fee and without prejudice to clause 6.3 above, the Assignee undertakes to manage the portfolio comprising the Intellectual Property and the Intellectual Property Improvements. In managing the portfolio, the Assignee will maintain and protect its ownership, and the validity, of the Intellectual Property and the Intellectual Property Improvements for at least the duration of the Licence, except where the Assignee, either in its sole discretion or in consultation with the Assignor, determines that it is not necessary or not commercially viable to continue to maintain or protect the ownership and/or the validity of any particular aspect of the Intellectual Property or the Intellectual Property Improvements.

## 7. Intellectual Property Improvements

7.1 The Assignor acknowledges and agrees that any further developments it may make to the Intellectual Property (the "Intellectual Property Improvements") during the term of the Licence will belong solely and exclusively to the Assignee.

7.2 Any Intellectual Property Improvements made by the Assignor pursuant to the Assignor's exercise of its rights under the Licence will be assigned by the Assignor to the Assignee and, if required by the Assignee, the Assignor will execute a formal deed of assignment (and any other documentation necessary to effect such assignment, including powers of attorney and deeds of assignment from inventors) and the Assignee will have the sole right to apply for any patents and/or to obtain any copyright protection in respect of any such Intellectual Property Improvements. Notwithstanding the foregoing, any such Intellectual Property Improvements shall, upon their creation, automatically form part of the Intellectual Property licensed to the Assignor pursuant to the Licence in accordance with clause 3.1.

7.3 For the avoidance of doubt, clause 7.2 constitutes a written assignment by the Assignor to the Assignee of the Assignor's future copyright in any copyright works created during the course of the Licence.

## 8. Termination of Licence

8.1 Subject to clause 8.4, the Licence may be terminated by either party by written notice if the other party commits a material breach of the Licence and fails to remedy the breach within 20 Business Days of receipt of written notice from the other party requiring it to do so.

8.2 If:  
a. the Assignor has a person in the nature of an insolvency manager or receiver appointed for the whole or any part of its assets, or if an order is made or a resolution



is passed for its winding up (unless as a part of a scheme for reconstruction or amalgamation); or

b. the Assignor takes any action or causes or induces or supports any action to call into question the validity of the Intellectual Property,

then the Assignee may by notice to the Assignor immediately terminate the Licence.

8.3 The Assignee may terminate the Licence by 20 Business Days' written notice to the Assignor for any reason whatsoever.

8.4 The Assignor may not cancel, terminate or withdraw from the Licence at any time during the twelve month period commencing on the Completion Date without incurring a penalty.

**9. Indemnity**

9.1 The Assignor will indemnify and hold harmless the Assignee in respect of all liabilities, costs (including costs as between solicitor and client), losses (including economic), claims or demands arising out of or flowing from any material breach or negligent act or omission by the Assignor of the Licence, including any act or omission by any of the Assignor's employees, contractors or agents.

**10. Limitation of Liability**

10.1 The Assignee will not be liable to the Assignor (or any third party) for any indirect, special, incidental, consequential or exemplary damages or losses suffered by the Assignor (or any third party) arising out of the terms of the Licence and whether attributable to contract, tort (including negligence) equity or otherwise.

**11. Assignment**

11.1 The Assignor may not assign this Deed or the Licence without the prior written consent of the Assignee.

**12. Confidentiality**

12.1 Neither party may disclose the provisions of this Deed or any Confidential Information of the other party, except:

- a. after obtaining the written consent of the other party; or
  - b. as required by applicable law or a stock exchange or any court or government agency after submitting the information intended to be released for prior approval of the other party prior to such release, such prior approval not to be unreasonably withheld; or
  - c. as required in connection with the enforcement of this Deed,
- provided in all cases that each party must use its reasonable endeavours to ensure that all permitted disclosures are kept confidential by the party to whom the disclosure is made.

**13. Further Assurances**

13.1 The Assignor and the Assignee will do all things and execute all documents necessary to obtain the full benefit of this Deed in accordance with its true intent including all things necessary to perfect the Assignment and to give effect to the grant of the Licence under this Deed.

14. **No Waiver**  
14.1 No waiver or delay on the part of any Party in exercising any power or right under this Deed will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power under this Deed.

15. **Severability**  
15.1 If a provision of this Deed, or a right or remedy of any party under this Deed is invalid or unenforceable, the parties agree it shall be read down or severed to the extent of the invalidity or unenforceability.

16. **Entire agreement**  
16.1 This Deed and the Sale Agreement record all matters relating to the Assignment and the Licence and shall supersede all previous arrangements whether oral, written or both relating to the Assignment and the Licence.

17. **Jurisdiction and Governing Law**  
17.1 This Deed is governed by the laws of New Zealand and is subject to the non-exclusive jurisdiction of the courts of New Zealand.

18. **Counterparts**  
18.1 This Deed may be executed in counterparts, all of which together will constitute one and the same instrument. Either party may execute this Deed by signing such counterpart. Any such counterpart may be provided to the other party by facsimile transmission with the intent that receipt by a party of a facsimile of any executed copy will be as binding and effective as receipt of the original.

19. **Costs**  
19.1 The parties will meet their own costs in relation to the negotiation, preparation and implementation of this Deed.

20. **Notices**  
20.1 Any notice produced under this Deed shall be in writing addressed to the other party according to the details designated by such other party in writing. Until any other designation is given, the contact details of each party are as set out in Schedule 2.

20.2 Delivery may be effected by hand, fastpost or airmail (with the postage prepaid), facsimile or email.

20.3 Any notice given under this Deed shall be deemed to have been received:  
a. at the time of delivery, if delivered by hand;  
b. on the second Business Day after the date of mailing, if sent by fastpost or airmail with the postage prepaid;  
c. on the day on which the transmission is sent, if sent by facsimile, provided that in any dispute between any of the parties over the fact of transmission, production by the sender of a confirmation of clear transmission shall be conclusive evidence of transmission and shall bind the parties accordingly; and

- d. in the case of an email, upon the earlier of:
    - i. receipt by the sending party of confirmation of successful delivery; or
    - ii. 2 Business Days after despatch, provided that the sending party does not receive any indication of failure or delay of delivery within 2 Business Days after despatch.
- 20.4 For the purposes of this clause 20, "despatch" occurs when the relevant email first leaves the sending party's network for delivery to the receiving party's network.

EXECUTED as a Deed:

Signed by Deep Video Imaging Limited:

R. Hooper - C.A.  
 Director's signature

Director's signature

BRIAN HARVO-SMITH  
 Director's full name

Director's full name

Signed by PureDepth Limited:

R. Hooper - C.A.  
 Director's signature

Director's signature


BRIAN HARVO-SMITH  
 Director's full name

Director's full name


- d. in the case of an email, upon the earlier of:
    - i. receipt by the sending party of confirmation of successful delivery; or
    - ii. 2 Business Days after despatch, provided that the sending party does not receive any indication of failure or delay of delivery within 2 Business Days after despatch.
- 20.4 For the purposes of this clause 20, "despatch" occurs when the relevant email first leaves the sending party's network for delivery to the receiving party's network.

EXECUTED as a Deed:

Signed by Deep Video Imaging Limited:

  
 Director's signature  
 David Hancock  
 Director's full name  
  
 Director's signature  
 Director's full name

Signed by PureDepth Limited:

  
 Director's signature  
 David Hancock  
 Director's full name  
  
 Director's signature  
 Director's full name

**SCHEDULE 1**  
**Intellectual Property**

**PART A - PATENTS/PATENT APPLICATIONS**

All patent applications made in the name of Deep Video Imaging Limited (certain of which were applied for in the name of Power Beat International Limited and assigned to Deep Video Imaging Limited) are intended to be assigned to PureDepth Limited. This includes the following families/inventions (including their priority applications and all national phase applications based on the PCT/priority documents and all patents granted upon them):

PCT/NZ Application No.	Title	Sub-Title	File No.
PCT/NZ98/00098	A Multi Layer Display Device and Method for Displaying...	Base Patent	██████████
PCT/NZ99/00021	Improved Display	Selective Diffuser	██████████
PCT/NZ00/00143	Interactive Three Dimensional Display...	Kiosk	██████████
PCT/NZ00/00161	Display Method for Multi Layered Screens	MLD Software	██████████
PCT/NZ00/00162	Data Display for Multi Layered Screens	MLD Spreadsheet	██████████
PCT/NZ00/00160	Control of Depth Movements for Visual Display...	Cursor Movement	██████████
PCT/NZ01/00258	Altering Surface of a Display from Matt to Optically Smooth	Lacquered Film	██████████
PCT/NZ02/00073	Optical Relarder	Optical Film	██████████
PCT/NZ02/00079	Information Display	Speed Reading	██████████
PCT/NZ02/00175	Improvement to Instrumentation	Instrumentation	██████████
PCT/NZ02/00243	Depth Fused Display	Depth Fusion	██████████
PCT/NZ02/00213	Visual Display Unit Illumination	PDA	██████████
PCT/NZ03/00046	Method to Control Point Spread Function of an Image	Point Spread	██████████

Deed Of Assignment And Licence Of Intellectual Property

19

Patent Application No.	Title	Product	Value
PCT/NZ03/00126	Dual Layer Stereoscopic Liquid Crystal Display	Stereoscopic Glasses	[REDACTED]
PCT/NZ03/00132	Enhanced Viewing Experience of a Display...	Contrast Control	[REDACTED]
PCT/NZ03/00133	Real Time Multi Layer Display	Tank	[REDACTED]
PCT/NZ03/00153	Improved Multi Layer Video Screen	Pixel Pattern	[REDACTED]
PCT/NZ03/00132	Multiview Display	Multiview Display	[REDACTED]
PCT/NZ003/00196	Autostereoscopic Image Display Apparatus	Lenticular Lens	[REDACTED]
PCT/NZ003/00215	Display Control System	Layer Assignment Interface	[REDACTED]
NZ526028	Backlighting System for a Display Screen	Backlight	[REDACTED]

Patent No.	Title	Product	Value
US5,086,354	Three Dimensional Optical Viewing System	Bass	[REDACTED]
US5,589,980	Three Dimensional Optical Viewing System	Bass	[REDACTED]
US5,956,180	Optical Viewing System for Asynchronous Overlaid Images	Bass	[REDACTED]

Without intending to limit the above and for the purposes of documentation only, the following patents have been granted on the basis of the above listed applications:

1. Control of Depth Movements for Visual Display with Layered Screen:
  - a. Australian Granted Patent No. 67426/00;
  - b. New Zealand Granted Patent No. 518200.

## Deed Of Assignment And Licence Of Intellectual Property

2. Interactive Three Dimensional Display:
  - a. Australian Granted Patent No. 63265/00;
  - b. New Zealand Granted Patent No. 516965.
3. Display Method for Multi Layered Screens:
  - a. Australian Granted Patent No. 67427/00;
  - b. New Zealand Granted Patent No. 518199.
4. Data Display for Multi Layered Screens:
  - a. Australian Granted Patent No. 67428/00;
  - b. New Zealand Granted Patent No. 518198.
5. Information Display:
  - a. New Zealand Granted Patent No. 511444.
6. A Multi Layer Display Device and Method for Displaying:
  - a. New Zealand Granted Patent No. 505800;
  - b. Singapore Granted Patent No. 2000-04117-8.
7. Improved Display:
  - a. New Zealand Granted Patent No. 505801;
  - b. Australian Granted Patent No. 740574;
  - c. Singapore Granted Patent No. 74918.
8. Altering Surface of a Display from Matt to Optically Smooth:
  - a. New Zealand Granted Patent No. 508258;
  - b. Taiwanese Granted Patent No. NI169308.

22965\_7.htm

9. "Bass" Patents:
- a. US Granted Patent No. 5,086,354;
  - b. US Granted Patent No. 5,589,980;
  - c. US Granted Patent No. 5,956,180.

**PART B – TRADE MARKS/TRADE MARK APPLICATIONS – VALUE \$99,000**

All trade mark applications made in the name of Deep Video Imaging Limited are intended to be assigned to PureDepth Limited. This includes the following trade marks (including their priority applications and all national phase applications based on them and/or the priority applications and trade marks granted upon them):

PureDepth™ (NZ 713856)  
ActualDepth™ (US 76/180,255, Japan 4715064, Singapore T00/21398Z)  
Deep Video™ (US 76/424564)  
Deep Video Imaging™ (NZ 314618 & 314619, US 76/117,814, Japan 2002-86652)  
Grab Hold Buy™ (NZ 634932)  
MLD™ (US 76/424,565, Japan 2002-86658)

**PART C – DESIGN RIGHTS/DESIGN RIGHT APPLICATIONS – VALUE \$500**

All design right applications made in the name of Deep Video Imaging Limited are intended to be assigned to PureDepth Limited. This includes the following design rights (including their priority applications and all national phase applications based on them and/or the priority applications and design rights granted upon them):

"Formworks Case" (NZ 400946)  
"Transparent Case" (NZ 401425, Taiwan 90300148, 82394, US 29/144,607,D480,961)