

Form PTO-1595 (Rev. 08/05)  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
Stanley J. Osher  
Hong-Kai Zbao  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Level Set Systems, Inc.  
Internal Address: \_\_\_\_\_

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) Oct. 5, 2005 and Oct. 7, 2005  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other

Street Address: 1058 Embury Street  
  
City: Pacific Palisades  
State: CA.  
Country: USA Zip: 90272  
Additional name(s) & address(es) attached?  Yes  No

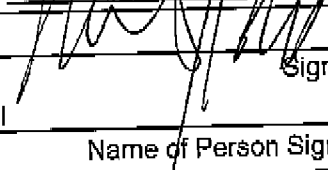
**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s)  
10/039,748  
B. Patent No.(s)  
  
Additional numbers attached?  Yes  NO

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Margaret P. Drosos  
Internal Address: Director of Intellectual Property Administration  
Street Address: 2941 Fairview Park Drive  
Box 7  
City: Falls Church  
State: VA. Zip: 22042  
Phone Number: 703-663-3600  
Fax Number: 703-336-6950  
Email Address: drososm@howrey.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 08-3038  
Authorized User Name \_\_\_\_\_

**9. Signature:**   
Michael J. Bell  
Name of Person Signing

December 20, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 4

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Friday, October 07, 2005 6:00 PM

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PATENT

Atty. Docket No. 04131.0062.NPUS00

ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into by and among Stanley Osher and Hong-Kai Zhao (each an "Assignor") and Level Set Systems, Inc., located and doing business at 1058 Embury Street, Pacific Palisades, CA 90272 (the "Assignee").

WHEREAS each Assignor desires to assign, and/or confirm any prior assignment, to Assignee its entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept, and/or confirm any prior acceptance of, such right, title, and interest.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Invention Defined. As used in this Assignment "Invention" shall mean that certain application for Letters Patent of the United States filed on December 18, 2001, as Application Serial No. 10/039,748 and entitled "Systems for Geometrically Accurate Compression and Decompression," all inventions disclosed or claimed therein, any continuation, division, renewal, extension, substitute, reexamination, reissue thereof, all treaty and convention rights and all rights of priority arising from the aforesaid applications, all United States, international and foreign patent applications claiming priority therefrom, all United States, international and foreign patents, utility models, invention registrations or any other form of legal protection issuing thereon, and all rights to sue for past, present, or future infringement.

2. Assignment. Each Assignor hereby sells, assigns and transfers and/or confirms any prior transfer to Assignee of its entire right, title, and interest in and to the Invention.

3. Further Assurances. Each Assignor hereby covenants that such Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Invention, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment. Each Assignor hereby covenants to communicate to Assignee any facts known concerning the Invention.

4. Acknowledgement. Each Assignor acknowledges that Assignee shall have the right to make application for and to receive Letters Patent for the Invention in any country throughout the world, and to receive Letters Patent in its name covering the Invention.

5. Representations and Warranties. Each Assignor represents and warrants that it (i) has full power and authority to enter into this Assignment, (ii) this Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of such Assignor, enforceable against it in accordance with its terms hereof, (iii) has not previously assigned any right or interest in the Invention to any third party, (iv) is under no obligation to assign any right or interest in the Invention to any third party, and (v) entry into this Assignment does not breach any agreement between such Assignor and any third party.

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6. Successors. This Assignment shall be binding upon and inure to the benefit of the parties thereto and to their respective successors and assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be executed as of the date written below.

Inventor No. 1 Stanley Osher  
Stanley Osher

10/12/05  
Date

Inventor No. 2 Hong-Kai Zhao  
Hong-Kai Zhao

10/5/05  
Date