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U.S. DEPARTMENT OF COMMERCE
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PATENTS ONLY

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

01-09-06

1. Name of conveying party(ies)

Immersive Technologies, LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/19/05

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: Patent Holding Company, LLC

Internal Address: _____

Street Address: ⁴⁰ Gerschel Group

600 Madison Avenue, 16th Floor

City: New York

State: New York

Country: USA

Zip: 10022

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)
10/362,389

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Andrew L. Tiajloff, Esq.

Internal Address: _____

Street Address: 405 Lexington Avenue, 37th Fl.

City: New York

State: New York

Zip: 10174

Phone Number: 212-490-3285

Fax Number: 212-490-3295

Email Address: altpto@patentadvance.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 501659

Authorized User Name Andrew Tiajloff

9. Signature:

January 6, 2006

Date

Andrew L. Tiajloff
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 017440 FRAME: 0084

ASSIGNMENT

WHEREAS, Immersive Technologies, LLC (hereinafter referenced as ASSIGNOR) , a New York limited liability company in dissolution, having a place of business at c/o the Gerschel Group, 600 Madison Avenue, 16th Floor, New York, NY 10022, is the owner of all right, title and interest in U.S. Patent application serial no. 10/362,389 filed August 24, 2003 and entitled "COMPUTERIZED IMAGE SYSTEM" (hereinafter referenced as the Patent Application);

AND WHEREAS, PATENT HOLDING COMPANY, LLC a, Delaware limited liability company with offices at Gerschel Group, 600 Madison Avenue, 16th Floor, New York, NY 10022, (hereinafter together referred to as ASSIGNEE) is desirous of acquiring all right, title, and interest in, to and under said Patent Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, by these presents, does hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, all of its right, title and interest in said Patent Application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted based on said Patent Application, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any official of any country whose duty is to issue patents on applications as described above, to issue all Letters Patent in the United States of America and any other country to said ASSIGNEE, as the assignees of the whole right, title and interest thereto;

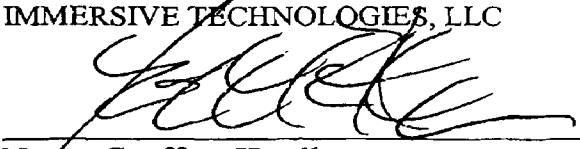
And ASSIGNOR further agrees to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to ASSIGNOR and without further remuneration, in order to perfect title in the Patent Application and any and all divisions, continuations and continuations-in-part thereof in ASSIGNEE, and to properly execute and deliver, without further remuneration, such necessary or desirable and lawful papers for obtaining any reissue or

reissues of any patent to derive from said Patent Application or any division, continuation or continuation-in-part thereof, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

And ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

This assignment is executed on the date indicated below.

12/19/05
Date

IMMERSIVE TECHNOLOGIES, LLC

Name: Geoffrey Handler
Title: Liquidator