
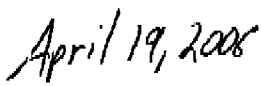


Substitute Form PTO-1595  
Attorney Docket No.: 11306-135003

## 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): (1) Stephen L. Spurgeon; (2) Ronald B. Kammerer, Jr.; and (3) Stephen Spurgeon on behalf of PS Computer Graphics, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Vivid Image Technology, Inc. 2726 Loker Avenue West Carlsbad, CA 92008 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: (1) 07/30/2004; (2) 07/30/2004; and (3) 07/31/2004		
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): 7,012,712 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: MICHAEL T. HAWKINS Fish & Richardson P.C. 60 South Sixth Street Suite 3300 Minneapolis, MN 55402	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.	
DO NOT USE THIS SPACE		
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>		
Michael T. Hawkins Reg. No. 57,867 Name of Person Signing	<div style="text-align: center;">           Signature       </div>	<div style="text-align: center;">           Date       </div>
Total number of pages including coversheet, attachments and document: 5		

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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.

April 19, 2006  
Date of Transmission

  
 Signature

Leslie L. Smith  
 Typed Name of Person Signing Certificate

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**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, PS Computer Graphics, Inc., a Colorado corporation having principal place of business at 10145 Oxford Road, Longmont, Colorado 80504, by and through its employees Stephen L. Spurgeon of Boulder, Colorado and Ronald B. Kammerer, Jr. of Broomfield, Colorado (hereinafter jointly referred to as "ASSIGNORS") have invented certain subject matter described and claimed in U.S. Patent Application Ser. No. 10/804,839, filed on March 19, 2004 by Schoebelen et al.; U.S. Provisional Application Ser. No. 60/554,061, filed on March 19, 2004 by Schoebelen et al.; U.S. Patent Application Ser. No. 10/058,629, filed on January 28, 2002 by Kammerer et al.; U.S. Patent Application Ser. No. 09/144,046, filed on August 31, 1998, by Kammerer et al.; and U.S. Provisional Application Ser. No. 60/079,335, filed on March 25, 1998 by Kammerer et al.; and

*WHEREAS*, Vivid Image Technology, a California corporation having a principal place of business at 2726 Loker Avenue West, Carlsbad, California 92008, (hereinafter referred to as "ASSIGNEE") has acquired ASSIGNORS' interest therein in exchange for consideration previously tendered, the receipt and sufficiency of which are hereby acknowledged;

*NOW THEREFORE*, ASSIGNORS have sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNORS HEREBY AUTHORIZE AND REQUEST* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNORS HEREBY AGREE* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNORS respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any

such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNORS HEREBY REPRESENT AND WARRANT that ASSIGNORS have the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNORS have not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Fish & Richardson P.C. the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNORS UNDERSTAND AND AGREE that the attorneys and agents of the law firm of Fish & Richardson P.C. do not personally represent ASSIGNORS or ASSIGNORS' legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNORS with respect to this Assignment, ASSIGNORS acknowledge its right to seek its own independent legal counsel.

Executed this 30 day of July, 2004

  
Stephen U. Spurgeon

State of Colorado,  
County of Golden

On this 31 day of July, 2004, before me, a notary public in and for said county, appeared Dan W. Harrison, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
My Commission Expires

6/19/2005





*[Signature]*  
 Ronald B. Kammerer, Jr.

State of Colorado )  
 County of Boulder ) ss.

On this 30 day of July, 2004, before me, a notary public in and for said county, appeared Dan W. Harrison, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

*[Signature]*  
 Notary Public,  
 My Commission Expires: 11/30/2008

PS COMPUTER GRAPHICS, INC.

Name: STEPHEN J. FURNACE  
 Title: PRESIDENT

State of Colorado  
 County of Denver

On this 31 day of July, 2004, before me, a notary public in and for said county, appeared Dan W. Harlan, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Cyril Reid  
 Notary Public  
 My Commission Expires \_\_\_\_\_

My Commission Expires  
 8/19/2005

