

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

04-20-2006

RE



EET

103183127

Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):

Vivid Image Technology, Inc.

Additional name(s) attached? ☐ Yes ☒ No

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

DecoPac, Inc.
3500 Thurston Avenue
Anoka, Minnesota 55303

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name

☒ Other: To correct Assignor's name on Notice of
Recordation of Assignment Document recorded 03/08/2006
at Reel 017314, Frame 0486

Execution Date: 08/02/2004

Additional names/addresses attached? ☐ Yes ☒ No

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? ☐ Yes ☒ 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

☐ Enclosed☒ Authorized to charge Deposit Account.

8. Deposit Account No.: 06-050

Please apply any additional charges, or any credits, to our
Deposit Account No. 06-1050.

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.*

Michael T. Hawkins

Reg. No. 57,867

Name of Person Signing

Signature

Date

Total number of pages including coversheet, attachments and document: 3

60348938.doc

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 J. Smith
Typed Name of Person Signing Certificate

PATENT
REEL: 017507 FRAME: 0561

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): Vivid Image Technology, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): DecoPac, Inc. 3500 Thurston Avenue Anoka, Minnesota 55303 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: 08/02/2004	
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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">A. Patent Application No(s):</div> <div style="width: 45%;">B. Patent No(s): 7,012,712</div> </div> 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., P.A. 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> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Michael T. Hawkins Reg. No. 57,867 Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: center;"> March 8, 2006 Date </div> </div>	
Total number of pages including coversheet, attachments and document: 3	

60344228.doc

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.

March 8, 2006
Date of Transmission


Signature

Leslie L. Smith
Typed Name of Person Signing Certificate

PATENT

700249015

REEL: 017314 FRAME: 0486

PATENT
REEL: 017507 FRAME: 0562

CH \$40.00 061050 7012712

ASSIGNMENT AND AGREEMENT

WHEREAS, Vivid Image Technology, Inc., a California corporation having a principal place of business at 2726 Loker Avenue, West Carlsbad, California 92008, (hereinafter referred to as "ASSIGNOR") has 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, DecoPac, Inc., a Minnesota corporation having a principal place of business at 5736 Main Street, Minneapolis, Minnesota 55432, (hereinafter referred to as "ASSIGNEE") has acquired ASSIGNOR'S interest therein in exchange for consideration previously tendered, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, ASSIGNOR has 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.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS 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.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR 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.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has 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.

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

VIVID IMAGE TECHNOLOGY, INC.

Name: GEORGE FEISS
Title: PRESIDENT

State of CA)
County of SAN DIEGO) ss.

On this 2 day of AUG, 2004, before me, a notary public in and for said county, appeared GEORGE FEISS, 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.

Julie Ann Talone
Notary Public

My Commission Expires: 3-31-2004

