

REEL: 017681 FRAME: 0587

Patent Application Nos.

60/733,016  
10/256,733  
10/856,480  
10/856,481

Patent Nos.

4,833,802  
4,867,480  
4,874,356  
4,963,125  
5,759,328  
5,833,789

## **ASSIGNMENT**

**Whereas**, Intervisual Communications, Inc., a corporation of the State of Delaware , having a place of business in the City of Santa Monica, County of Los Angeles, State of California, is desirous of selling certain of its intellectual property assets in order to acquire funds to be use for retiring certain indebtedness and ongoing operations. to for acquiring the entire right, title and interest in and to said invention and in and to and Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

**Now Therefor**, in consideration of Ninety Five Thousand, \$95,500, the receipt of which is hereby acknowledged, and other good and valuable consideration, Intervisual Communications, Inc. hereby sells, assigns transfers unto said James D. Richwine, the full and exclusive right to the following United States patents and pending patent applications:

1. Flapper( multi-sided novelty piece ), Sheet Fed, Pat:# US 5,759,328, patent date issued 6/2/98.
2. Flapper ( multi-sided novelty piece ), in-line, Pat.# US 5,833,789, patent date issued 11/10/98.
3. Spinner ( top with animate effects ), patent pending, Application # 10/256,733, application date -on or about September 25, 2002.
4. Personalized Lenticular, pat. pending, application # 60/733,016, filing date 11/03/2005.
5. In-line pop-ups,

Method of making multiple pop-ups, Patent # 4,874,356, date of patent 10/17/89

Method of making promotional pop-ups, Patent # 4,963,125, date of patent 10/16/90

Method of making pop-up with Placard display, Patent # 4,867,480, date of patent 9/19/89

Method Making Pop-ups, Patent # 4,833,802, date of patent 5/30/89

6. Changing Picture

Method of making changeable picture sheet fed patent pending, application No. 10/856,481m filed 6/01/04

Method of making changeable picture web fed patent pending, application No. 10/856,480m filed 6/01/04

The Officials in the United States Patent and Trademark Office are hereby authorized and directed to issue any and all of said letters patent when granted, to said James D. Richwine, as the assignee of our entire right, title and interest in and to the same, for the sole use and enjoyment of said James D. Richwine, his successors and assigns.

Further, Intervisual Communications agrees that it will communicate to said James D. Richwine, or his representatives any facts known to it respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisions, continuation, substitution, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said James D. Richwine and make all rightful oaths and generally do everything necessary to or desirable to aid said James D. Richwine., his successors and assigns, to obtain and enforce proper protection for said invention.


In further consideration of the premises, James D. Richwine hereby grants Intervisual Communications an exclusive license to make, use and sell the inventions covered by said patents and applications. For the first year following the execution of this agreement, the royalty to be paid on said license will be at no charge. Thereafter, the royalty rate shall be 5% of all sales in the territories covered by said patents, payable quarterly. Licensee will provide an accounting with payment and licensor shall have the right to inspect the books and records of the licensor twice a year upon reasonable notice. That the licensor shall be responsible for the cost of maintenance of all said patents however, the cost of all enforcement of same is that of licensee. Licensor does not warrant the validity of any said patent or those that may issue from said applications but licensor does warrant and represent that he has no knowledge of any facts that would affect the validity or enforcement of said patents.

That the Board of Directors of Intervisual Communications, Inc., has ratified the assignment and license comprising the subject matter of this agreement.

In Testimony Whereof, We have hereunto set our hands on the day, date and year indicated adjacent to each of our respective signatures.

 Date: 1/04/05  
INTERVISUAL COMMUNICATIONS INC.

BY JAMES D. RICHWINE ITS PRESIDENT

 Date 1/04/05  
James D. Richwine, :