PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date | |
|------------|----------------|--|
| Alex Alon | 02/21/2006 | |
| Irina Alon | 02/21/2006 | |

RECEIVING PARTY DATA

| Name: | D-Blur Technologies Ltd. |
|-----------------|--------------------------|
| Street Address: | 8 Abba Even Boulevard |
| City: | Herzlia Pituach |
| State/Country: | ISRAEL |
| Postal Code: | 46725 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 10541967 |

CORRESPONDENCE DATA

Fax Number: (212)527-7701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: New York, NEW YORK 10150-5257

| ATTORNEY DOCKET NUMBER: | 06727/0203124-US0 |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | Nicole Edwards |

Total Attachments: 3 source=00793729#page1.tif source=00793729#page2.tif

REEL: 017902 FRAME: 0533

PATENT 500123693

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PATENT REEL: 017902 FRAME: 0534

| 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. | | | | |
| Name of conveying party(ies): | 2. Name and address of receiving party(les) | | | | |
| Alex Alon (2/21/2006) and Irina Alon (2/21/2006) | Name: D-BLUR TECHNOLOGIES LTD. | | | | |
| | Internal Address: | | | | |
| Additional name(s) of conveying party(ies) attached? Yes X No | Street Address: | | | | |
| 3. Nature of conveyance/Execution Date(s): | | | | | |
| Execution Date(s): in parentheses after inventor name | 8 Abba Even Boulevard | | | | |
| x Assignment Merger Change of Name | | | | | |
| Security Agreement Joint Research Agreement | City: Herzlia Pituach | | | | |
| Government Interest Assignment | State: | | | | |
| Executive Order 9424, Confirmatory License | Country: Israel Zip: 46725 | | | | |
| Other | Additional name(s) & address(es) Yes X No attached? | | | | |
| Additional numbers attached? | Yes X No | | | | |
| Name and address to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: | | | | |
| Name: S. Peter Ludwig DARBY & DARBY P.C. | 7. Total fee (37 CFR 1.21(h) & 3.41) \$ | | | | |
| Internal Address: Atty. Dkt.: 06727/0203124-US0 | Authorized to be charged by credit card | | | | |
| Street Address: P.O. Box 5257 | Authorized to be charged to deposit account | | | | |
| | Enclosed | | | | |
| | None required (government interest not affecting title) | | | | |
| City: New York | 8. Payment Information | | | | |
| State: NY Zip: 10150-5257 | a. Credit Card Last 4 Numbers | | | | |
| Phone Number: (212) 527-7770 | Expiration Date | | | | |
| Fax Number: (212) 527-7701 | b. Deposit Account Number | | | | |
| Email Address: pludwig@darbylaw.com | Authorized User Name | | | | |
| 9. Signature: | July 10, 2006 | | | | |
| Signature | Date | | | | |
| S. Peter Ludwig - 25,351 Name of Person Signing | Total number of pages including cover sheet, attachments, and documents: | | | | |

ASSIGNMENT

WHEREAS, the below named inventors, ASSIGNORS, have made a certain new and useful invention in:

CAMERA WITH IMAGE ENHANCEMENT FUNCTIONS

for which a patent application was filed on July 8, 2005 under serial number 10/541,967

and WHEREAS, D-BLUR TECHNOLOGIES LTD., an Israel company having a place of business at 8 Abba Even Boulevard, P.O. Box 12359, Herzlia 46733, Israel, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all the divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the said United States application under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other International agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to the issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS covenant and agree that they have full right to convey the entire interest herein assigned, and have not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNORS further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

PATENT REEL: 017902 FRAME: 0536

| | | _ | | |
|-------------|----------|-----------|-------|--------|
| Full Name | Af firet | inventor | Alev | Alon |
| T.OH LAMINO | or mar | HIVCHIUI. | LTIEV | (MOII) |

Inventor's signature

Date 21.02.06

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Full name of second joint inventor: Irina Alon

Inventor's signature X

RECORDED: 07/10/2006

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______Date \(\frac{\chi}{21.02.06} \)

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PATENT

REEL: 017902 FRAME: 0537