



06-16-2006

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FORM PTO-1595
1-31-02



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

103259199

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

6-13-06

1. Name of conveying party(ies) and execution date(s):

Robert M. Case. March 24, 2005

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

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

Name: Skyward Optics LLC

Street Address 2215-B Renaissance Dr, Ste 5

City Las Vegas State Nevada ZIP 89119

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

10/345,601

10/354,728

B. Patent No.(s)

6,002,493

Additional numbers attached? Yes No

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

Name: B. Noel Kivlin

Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

6. Total number of applications & patents involved: 3

7. Total fee (37 CFR 3.41):\$ 120.00

- Fee authorization form enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 501505/5957-25400
(Attach a duplicate copy of this page if paying by deposit account)

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.

B. Noel Kivlin
Name of Person Signing
Reg. No. 33,929

[Signature]
Signature

6-9-06
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-011 (exp.4/94)

PTO/SB/35 (11-00)
Approved for use through 10/31/2002. OMB 0651-003

06/15/2006 DBYRNE 00000064 501505 10345604
01 FC:8021 120.00 DA

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Robert M. Case having offices at 2205 Potters Creek Road, Canyon Lake, Texas 78133-3210, ("*Assignor*"), does hereby sell, assign, transfer and convey unto Skyward Optics LLC, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("*Assignee*") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
U.S. Patent 6002493	USA	December 13, 1993	Method for reproducing an image. Robert M. Case
U.S. Patent Application 10/345601	USA	January 16, 2003	Reverse diffusion digital half-tone quantization. Robert M. Case
U.S. Patent Application 10/354728	USA	January 30, 2003	None-of-the-above digital halftone compression and de-compression. Robert M. Case

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any

and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. For assistance beyond that required strictly for prosecution of the patents, Assignee will pay Assignor reasonable hourly rates.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at COMAL Co. TX

on MARCH 24 2005

ASSIGNOR

By: Robert M. Case

Name: ROBERT M. CASE

Title: OWNER

(Signature MUST be notarized)

Sharon L. Minnick

