

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SOLID STATE LOGIC LIMITED | 06/15/2005 |
| RECEIVING PARTY DATA | |
| Name: | RED LION 49 LIMITED |
| Street Address: | c/o Sheridans |
| Internal Address: | Whittington House |
| City: | Alfred Place |
| State/Country: | UNITED KINGDOM |
| Postal Code: | WC1E 7EA |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 5268964 |
| Patent Number: | 5636283 |
| CORRESPONDENCE DATA | |
| Fax Number: | (937)449-6405 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Address Line 2: | One South Main Street Suite 1300 |
| Address Line 4: | Dayton, OHIO 45402 |
| ATTORNEY DOCKET NUMBER: | SSL0001P0/35183.1 /AMM |
| NAME OF SUBMITTER: | Richard A. Killworth |
| Total Attachments: 9 source=SSL 0001 P0 Assignment#page1.tif | |

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DLA

**PIPER RUDNICK
GRAY CARY**

DATED

18 JUNE

2005

**(1) SOLID STATE LOGIC LIMITED
(IN ADMINISTRATIVE RECEIVERSHIP)**

- and -

(2) RED LION 49 LIMITED

**ASSIGNMENT OF TRADE MARKS
AND PATENTS**

**PATENT
REEL: 018375 FRAME: 0070**

THIS DEED is made on

15 JUNE 2005

BETWEEN

- (1) **SOLID STATE LOGIC LIMITED** (in Administrative Receivership) (company number 969678) whose registered office is at Begbroke, Oxford UX5 1RU ("**Company**"); and
- (2) **RED LION 49 LIMITED** (company number 969678) whose registered office is c/o Sheridans, Whittington House, Alfred Place, London WC1E 7EA ("**Purchaser**").

BACKGROUND

- A. The Company is the owner of the registered trade marks set out in part I of the attached schedule ("**Trade Marks**") and the patents set out in part II of the attached schedule ("**Patents**").
- B. On 15 June 2005 Martin Gilbert Ellis and Daniel Robert Whiteley Smith of Messrs Grant Thornton UK LLP of Grant Thornton House, Melton Street, Euston Square, London NW1 2EP ("**Receivers**") were appointed to be joint administrative receivers of the Company by The Governor and Company of the Bank of Scotland pursuant to powers contained in a debenture dated 21 December 1999.
- C. The Company has agreed by an agreement dated 15 June 2005 ("**Sale Agreement**") to assign the Trade Marks and the Patents to the Purchaser on the terms and conditions set out below.

THIS DEED WITNESSES as follows:

1. ASSIGNMENT

In consideration of the sum of £1.00 (receipt of which is hereby acknowledged) the Company assigns and transfers to the Purchaser all such right, title and interest as it may have in and to:

- 1.1 the Trade Marks, including all statutory and common law rights attaching to the Trade Marks and the goodwill attaching to the Trade Marks; and
- 1.2 the Patents.

2. PAST INFRINGEMENTS

The Company confirms that the Purchaser shall be entitled to sue for past infringements of the rights assigned in clause 1 above and to retain any damages obtained as a result of such action.

3. FURTHER ASSURANCE

The Company undertakes at the request and expense of the Purchaser to do all acts and execute all documents that may be necessary to confirm the title of the Purchaser to the intellectual property rights assigned in clause 1 above whether in connection with any registration of such title or to protect the Purchaser's rights in the assigned intellectual property rights or otherwise.

4. EXCLUSION OF COVENANTS

No covenant for title or title guarantee of any sort shall be implied into this deed and the exclusions and limitations set out in the Sale Agreement shall apply to this deed as if set out in full in this deed.

5. EXCLUSION OF RECEIVERS' PERSONAL LIABILITY

The Receivers have executed this deed as agents for the Company and neither they nor their firm or representatives shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights.

6. THIRD PARTIES

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. GOVERNING LAW

This deed shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which this deed has been executed as follows:

SCHEDULE

SOLID STATE LOGIC PATENTS AND TRADEMARKS

| Client | TY | FAMI | CC | DIV | CLASS | TITLE | STATUS | APP No | Patent No | APP DATE | Renewal Date |
|--------|----|------|----|-----|-------|-----------------------|----------|-------------|-----------|-------------------|-------------------|
| 2103 | P | 01 | GB | 1 | NA | VCA Moving Fader | In Force | 92 20 218.3 | 2 258 374 | 30 January 1992 | 30 January 2006 |
| 2103 | P | 01 | US | 1 | NA | VCA Moving Fader | In Force | 07/930,661 | 5 268 964 | 30 January 1992 | 7 June 2005 |
| 2103 | P | 04 | GB | 1 | NA | SCENE CHANGE DETECTOR | In Force | 93 23 434.2 | 2 272 598 | 26 March 1993 | 26 March 2005 |
| 2103 | P | 05 | GB | 1 | NA | OMNIMIX MOVING AUDIO | In Force | 94 07 559.5 | 2 277 239 | 15 April 1994 | 15 April 2005 |
| 2103 | P | 05 | US | 1 | NA | OMNIMIX MOVING AUDIO | In Force | 08/228,353 | 5,636,283 | 15 April 1994 | 3 December 2008 |
| 2103 | P | 06 | GB | 1 | NA | OMNIMIX GAIN GRAPHIC | In Force | 94 22 208.0 | 2 294 854 | 03 November 1994 | 3 November 2005 |
| 2103 | P | 07 | GB | 1 | NA | TWO PART GAIN LAW | In Force | 94 22 482.1 | 2 295 072 | 08 November 1994 | 8 November 2005 |
| 2103 | T | 04 | GB | 1 | 09 | "SCENARIA" | In Force | 1 495 470 | 1 495 470 | 25 March 1992 | 25 March 2009 |
| 2103 | T | | US | | 09 | "SCENARIA" | In Force | | 1901561 | 25 March 1994 | 27 June 2005 |
| 2103 | T | 06 | FR | 1 | 09 | "SOLID STATE LOGIC" | In Force | 1 589 796 | 1 589 796 | 10 July 1989 | 10 July 2009 |
| 2103 | T | 06 | GB | 1 | 09 | "SOLID STATE LOGIC" | In Force | 1 539 398 | 1 539 398 | 22 June 1993 | 22 June 2010 |
| 2103 | T | 07 | FR | 1 | 09 | "SSL" | In Force | 319217 | 1 721 567 | 15 November 1991 | 15 November 2011 |
| 2103 | T | 07 | GB | 1 | 09 | "SSL" | In Force | 1 539 276 | 1 539 276 | 22 June 1993 | 22 June 2010 |
| | T | | US | 1 | 09 | "SSL" | In Force | | 1 829 263 | 24 March 1993 | 15 March 2014 |
| 2103 | T | 09 | FR | 1 | 09 | "SSL DIGITAL" | In Force | 1 550 991 | 1 550 991 | 15 September 1989 | 15 September 2009 |
| 2103 | T | 10 | FR | 1 | 09 | "SCREENSOUND" | In Force | 1 537 239 | 1 537 239 | 20 June 1989 | 20 June 2009 |
| 2103 | T | | US | 1 | 09 | "TOTAL RECALL" | In Force | 1452979 | 1452979 | 7 April 1986 | 18 August 2007 |
| 2103 | T | | US | 1 | 09 | "INSTANT RESET" | In Force | 1457815 | 1457815 | 7 April 1986 | 15 September 2007 |
| 2103 | T | | JP | | 9 | "SOLID STATE LOGIC" | In Force | | 3109231 | 9 December 1992 | 26 December 2005 |
| 2103 | T | | JP | | 9 | "SCENARIA" | In Force | | 3109232 | 9 December 1992 | 26 December 2005 |

PATENT

REEL: 018375 FRAME: 0074

OTHER PATENTS AND TRADEMARKS

| Client | TY | FAMI | CC | DIV | CLASS | TITLE | STATUS | APP No | Patent No | APP DATE | Renewal Date |
|--------|----|------|----|-----|-------|--|------------------|------------|------------|-------------------|--|
| 2103 | P | 01 | DE | | NA | ADJUSTING THE LEVEL OF AN AUDIO SIGNAL | Lapsed | | DE4290298 | | Lapsed on 1 August 2003 for failure to pay annuities |
| 2103 | P | 01 | JP | | NA | ADJUSTING THE LEVEL OF AN AUDIO SIGNAL | Withdrawn | | JP5505927T | | Withdrawn |
| 2103 | P | 01 | WO | | NA | ADJUSTING THE LEVEL OF AN AUDIO SIGNAL | Fragmented | | WO9214313 | | |
| 2103 | P | 04 | JP | | NA | DETECTING SCENE CHANGES | Withdrawn | | JP6508491T | | |
| 2103 | P | 04 | US | | NA | DETECTING SCENE CHANGES | Lapsed | | US5471239 | | Lapsed on 28.11.03 as 8 th year fee was not paid |
| 2103 | P | 04 | WO | | NA | DETECTING SCENE CHANGES | Fragmented | | WO9319467 | | |
| 2103 | P | 04 | WO | | NA | DIGITAL ANAGLOGUE SIGNAL CONVERSION | Did not fragment | | WO8706079 | | |
| 2103 | P | 06 | US | 1 | NA | OMNIMIX GAIN GRAPHIC | In Force | 08/228,353 | 5,715,318 | 02 November 1995 | Proprietor - Christopher James Pickard and Phillip Nicholas Hill |
| 2103 | P | 07 | US | 1 | NA | TWO PART GAIN LAW | In Force | 08/556,873 | 5,682,433 | 02 November 1995 | Proprietor - Christopher James Pickard and Phillip Nicholas Hill |
| 2103 | T | 04 | US | 1 | 09 | "SCENARIA" (Convention) | Cancelled | 74/315 511 | 74/315 511 | 21 September 1992 | Cancelled on 23.05.04 |

EXECUTED as a DEED (but not delivered until the date hereof) BY SOLID STATE LOGIC LIMITED acting by one of the Receivers in the presence of :

)
)
)
)
)

.....
Solid State Logic Limited
by its receiver

Receiver

Witness:
(Signature)

Name:
(in bold)

JAMES REMONER

Address: NOBLE STREET, LONDON
EC2V 7EE

Occupation: **SOLICITOR**

SIGNED as a DEED (but not delivered until the date hereof) BY one of the Receivers (without personal responsibility) for and on behalf of both of them in the presence of :

)
)
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)

.....
Receiver

Witness:
(Signature)

Name:
(in bold)

JAMES REMONER

Address: NOBLE STREET, LONDON
EC2V 7EE

Occupation:

EXECUTED as a DEED (but not delivered until the date hereof) by RED LION 49 LIMITED by these signatures:

)
)

.....
Director

.....
Director/Secretary

EXECUTED as a **DEED** (but not delivered until the date hereof) **BY SOLID STATE LOGIC LIMITED** acting by one of the Receivers in the presence of :)
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)

.....
Solid State Logic Limited
by its receiver
.....
Receiver

Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

SIGNED as a **DEED** (but not delivered until the date hereof) **BY** one of the Receivers (without personal responsibility) for and on behalf of both of them in the presence of :)
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Receiver

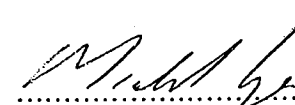
Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

EXECUTED as a **DEED** (but not delivered until the date hereof) by **RED LION 49 LIMITED** by these signatures:)
)


.....
Director

.....
Director/Secretary

EXECUTED as a **DEED** (but not delivered until the date hereof) **BY SOLID STATE LOGIC LIMITED** acting by one of the Receivers in the presence of :)
)
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)
)

.....
Solid State Logic Limited
by its receiver
.....
Receiver

Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

SIGNED as a **DEED** (but not delivered until the date hereof) **BY** one of the Receivers (without personal responsibility) for and on behalf of both of them in the presence of :)
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Receiver


Witness:
(Signature)

Name:
(in bold)

Address:

Occupation:

EXECUTED as a **DEED** (but not delivered until the date hereof) **by RED LION 49 LIMITED** by these signatures:)
)

.....
Director

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Director/Secretary