

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
QUVIS, INC.	02/02/2007

RECEIVING PARTY DATA

Name:	MTV CAPITAL LIMITED PARTNERSHIP
Street Address:	101 North Robinson
Internal Address:	Suite 800
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73102

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6928191
Patent Number:	6900821
Patent Number:	6823129
Patent Number:	6718065
Patent Number:	6636643
Patent Number:	6580833
Patent Number:	6532308
Patent Number:	6298160
Patent Number:	6289132
Application Number:	11194962
Application Number:	10352375
Application Number:	10352379
Application Number:	10139532
Application Number:	10076215

CH \$640.00 6928191

PATENT

500217648

REEL: 018847 FRAME: 0219

Application Number:	09943454
Application Number:	09775884

CORRESPONDENCE DATA

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18189.00011

NAME OF SUBMITTER:

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Total Attachments: 6

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NOTICE OF SECURITY INTEREST IN PATENTS AND PATENT APPLICATIONS

This NOTICE OF SECURITY INTEREST IN PATENTS AND PATENT APPLICATIONS ("Notice of Patent Security Interest") is made as of the 2 day of Feb., 2007, recognizing a previous grant of a Security Interest by QUVIS, INC., a Kansas corporation ("Debtor") in favor of MTV Capital Limited Partnership and those other creditors of QUVIS, INC set forth in Exhibit A (collectively referred to as the "Secured Parties").

RECITALS

A. Secured Parties and Debtor are parties to that certain First Amended and Restated 8.0% Convertible Senior Secured Note Due June 30, 2006, dated December 13, 2005 (the "Secured Note"), pursuant to which the Debtor has agreed to grant a security interest in the Collateral, as described in the Loan Agreement dated June 30, 2003, including all patents, trademarks, trade names, copyrights and other intellectual property or intellectual property rights, which includes those United States Patents and Applications for Patents set forth in Exhibit B, attached hereto (collectively referred to as "Patents and Patent Applications");

B. For purposes of this Notice of Patent Security Interest, capitalized terms used but not defined herein shall have the meanings set forth in the Secured Note; and

C. In the Secured Note Debtor has agreed and Secured Parties now desire to execute a separate Notice of Patent Security Interest specifically directed to the Patents and Patent Applications that is suitable for recordation in the Assignment Division of the U.S. Patent and Trademark Office.

NOW, THEREFORE, in accordance with the Secured Note, notice is hereby given that:

1. Grant of Security Interest. In the Secured Note, Debtor assigns, grants, transfers and conveys to Secured Parties a security interest in all of Debtor's right, title and interest in and to the Collateral, including but not limited to the Patents and Patent Applications, and all renewals thereof, substitutions therefore and proceeds thereof and all interest, dividends, income and revenue therefrom, to secure the prompt and complete payment and performance of the obligations under the Secured Note. In the Secured Note Debtor authorizes Secured Parties to perform every act which Secured Parties consider necessary to protect and preserve the Collateral and the Secured Parties' interest therein, and appoints Secured Parties as Attorney-in-Fact to do any act which Debtor is obligated to do to protect and preserve Secured Parties' rights in the Collateral.

2. Governing Law. This Notice of Patent Security Interest shall be governed by and construed under the laws of the State of Kansas, without regard to the conflicts of law provisions thereof.

3. Conflict. The rights and remedies of the Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Secured Note, all terms and provisions of which are incorporated herein by reference. In

the event of a conflict between the terms and conditions of this Notice of Patent Security Interest and the terms and conditions of the Secured Note, the terms and conditions of the Secured Note shall govern, supercede, and prevail.

4. Successors. This Notice of Patent Security Interest and the covenants and agreements herein contained shall inure to the benefit of Secured Parties, their successors, and assigns, and as agreed in the Secured Note, shall be binding upon Debtor, its successors, and assigns.

IN WITNESS WHEREOF, Secured Parties have caused this instrument to be executed as of the date first above written.

SECURED PARTIES:

MTV CAPITAL LIMITED
PARTNERSHIP,
a South Dakota limited partnership. On
behalf of the Secured Parties

By: MTV Associates II, L.L.C.,
a South Dakota limited liability
company


By: , Manager

EXHIBIT A

SECURED PARTIES

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EXHIBIT B

Patent Applications

<u>Published Application No.</u>	<u>Application Number</u>	<u>Title</u>
US20060002480	11/194,962	Apparatus and Method for Improved Interlace Processing
US20030185455	10/352,375	Digital Image Processor
US20030142875	10/352,379	Quality Priority
US20030021483	10/139,532	Apparatus and Method for Optimized Compression of Interlaced Motion Images
US20020141499	10/076,215	Scalable Programmable Motion Image System
US20020044692	09/943,454	Apparatus and Method for Optimized Compression of Interlaced Motion Images
US20010055034	09/775,884	System and Method for Optimizing Image Resolution Using Pixelated Imaging Devices

Issued Patents

<u>Patent No.</u>	<u>Patent Title</u>
6,928,191	Apparatus and Method for Improved Interlace Processing
6,900,821	System and Method for Optimizing Image Resolution Using Pixelated Imaging Device
6,823,129	Scaleable Resolution Motion Image Recording and Storage System
6,718,065	Optimized Signal Quantification
6,636,643	System and Method for Improving Compressed Image Appearance Using Stochastic Resonance and Energy Replacement
6,580,833	Apparatus and Method for Entropy Coding
6,532,308	Quality Priority Image Storage and Communication
6,298,160	Apparatus and Method for Entropy Coding
6,289,132	Apparatus and Method for Optimized Compression of Interlaced Motion Images