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To the Director of the U.S. Patent and Trademark Office		103390770
1. Name of conveying party(ies): Will Gee (2/2/2007), David Thompson (2/1/2007), Murray Taylor (2/1/2007), and Martin Deriso (2/4/2007) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Digital Steamworks</u> Internal Address: _____ Street Address: _____ 76 Cranbrook Road, No. 250 City: <u>Hunt Valley</u> State: <u>Maryland</u> Country: <u>United States of America</u> Zip: <u>21030</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): in parentheses after inventor name <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): A. Patent Application No.(s) 11/635,001 (Dkt. 63527-239251) 60/748,587 (Dkt. 63527-226301) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Patent No.(s) <input type="checkbox"/> This document is being filed together with a new application. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: Ralph P. Albrecht VENABLE LLP Internal Address: Atty. Dkt.: 63527-239251 Street Address: P.O. Box 34385 City: <u>Washington</u> State: <u>DC</u> Zip: <u>20043-9998</u> Phone Number: <u>(703) 760-1681</u> Fax Number: <u>(202) 344-8300</u> Email Address: <u>rpalbrecht@venable.com</u>		
6. Total number of applications and patents involved: 2		7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 22-0261 Authorized User Name <u>Ralph P. Albrecht</u>		9. Signature:  _____ Signature Ralph P. Albrecht - 43,466 Name of Person Signing Date <u>3/30/07</u> Total number of pages including cover sheet, attachments, and documents: 6

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by **Will Gee; David Thompson; Murray Taylor; and Martin Deriso** (hereinafter referred to as Assignors), residing at 116 English Run Circle, Sparks, Maryland 21152; 1186 Larkspur Road, Westminster, Maryland 21157-3366; 3917 Dance Mill Road, Phoenix, Maryland 21131-2115; and 924 Beaverbank Circle, Towson, Maryland 21286, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR CREATING TWO DIMENSIONAL (2D) OR THREE DIMENSIONAL (3D) ANIMATION FROM VIDEO**, set forth in a Patent application for Letters Patent of the United States, already filed on December 7, 2006 as U.S. Application No. 11/635,001, as well as U.S. Provisional Application S.N. 60/748,587 filed December 9, 2005; and

WHEREAS, Digital Steamworks, LLC, a Corporation organized under and pursuant to the laws of Maryland having its principal place of business at 76 Cranbrook Road, No. 250, Hunt Valley, Maryland 21030 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

Atty. Docket: 63527-239251

VENABLE LLP

All practitioners at Customer Number 26694

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

FEB 2, 2007
Date

Witness:
2/1/2007
Date

Will Gee
Will Gee

[Signature]
Signature

2/1/07
Date

Witness:
2/1/2007
Date

David Thompson
David Thompson

[Signature]
Signature

2/1/07
Date

Witness:
2/1/07
Date

Murray Taylor
Murray Taylor

[Signature]
Signature

Date

Witness:
FEB 4th 2006
Date

Martin Deriso
Martin Deriso

[Signature]
Signature

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