

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 |
| Fleeting Image Animation, Inc. | 10/28/2002 |
| RECEIVING PARTY DATA | |
| Name: | Warner Bros. Animation, Division of Time Warner Entertainment Company, L.P. |
| Street Address: | 15301 Ventura Boulevard |
| Internal Address: | Unit No. E |
| City: | Sherman Oaks |
| State/Country: | CALIFORNIA |
| Postal Code: | 91403 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10651909 |
| CORRESPONDENCE DATA | |
| Fax Number: | (213)687-0498 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Correspondent Name: | Jonathan A. Jaech |
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| ATTORNEY DOCKET NUMBER: | 70086-00008 |
| NAME OF SUBMITTER: | Jonathan Jaech |
| Total Attachments: 2 source=Assignment7008608#page1.tif source=Assignment7008608#page2.tif | |

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PATENT
REEL: 019173 FRAME: 0793

EXHIBIT "C"

ASSIGNMENT

WHEREAS, Fleeting Image Animation, Inc. ("FIA") residing at 3741 PIERCE DR.,
LOS ANGELES, CA 90018 [address] and has
(hereinafter "I"), has made certain new and useful inventions in action crew misdirection [invention title] and has
disclosed the same in an application for Letters Patent of the United States therefor, said application having been
executed by me on 8/29/02 [date]; and

WHEREAS, Warner Bros. Animation, a division of Time Warner Entertainment Company, L.P., a limited
partnership organized and existing under the laws of the State of Delaware, having a place of business at 15301
Ventura Blvd., Unit #E, Sherman Oaks, CA 91403 (hereafter called the "Assignee") is desirous of acquiring the
entire interest in all inventions disclosed in said application;

NOW, THEREFORE, in exchange for good and valuable consideration to me from Assignee, the receipt
and sufficiency whereof is hereby acknowledged, I do hereby sell, assign, and transfer unto said Assignee, its
successors and assigns, the entire right, title and interest throughout the world in and to all said inventions
disclosed in said application; and in and to said application, including all priority rights for other countries arising
from said application; and in and to all substitutions, provisionals, divisions, and continuations thereof; and in and
to all Letters Patent, United States and foreign, that may be granted for said inventions; and in and to all
extensions, renewals, and reissues thereof. Neither FIA nor Assignee shall attack the validity in and to said
inventions or any portion thereof.

And I do hereby authorize and request the Commissioner of Patents of the United States and the duly
constituted authorities of foreign countries to issue any Letters Patent which may be granted on said inventions, on
any applications related thereto, and on any substitute, continuing, divisional, or reissue applications, or any of
them, to said Assignee, its successors and assigns, as assignee of the entire right, title and interest therein and
thereto.

And for the consideration aforesaid, I do hereby, for me and for my legal representatives, further covenant
and agree with said Assignee, its successors and assigns, that I have full and unencumbered title to the inventions
and application above described and hereby assigned, which title I warrant unto said Assignee, its successors and
assigns; that I have granted to others no license to make, use, or sell said inventions; and that I will not execute any
instrument in conflict herewith.

And for the consideration aforesaid, I do hereby, for me and for my legal representatives, further covenant
and agree with said Assignee, its successors and assigns, that upon request I will execute substitute, continuing,
divisional, or reissue applications, amended specifications, or rightful oaths; communicate to said Assignee, its
successors and assigns, any facts known to me relating to said inventions or the history thereof; execute
preliminary statements; testify in any interference or other legal proceedings involving said inventions; execute and
deliver any application papers, assignments, or other instruments, and do all other acts which, in the opinion of
counsel for said Assignee, may be necessary or convenient to secure the grant of Letters Patent to said Assignee,
its successors and assigns, or its nominees, in the United States and in all other countries where said Assignee may
desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be
approved by counsel for said Assignee, and to vest and confirm and complete legal and equitable title to all such
inventions, applications, and Letters Patent, and to enable it to record said title, without further consideration than
now paid but at the expense of said Assignee, its successors or assigns.

SIGNED this 29 day of October 2002.

[name]

UNITED STATES OF AMERICA

STATE OF California
COUNTY OF Los Angeles } ss:

On 10/28/02 before me, JEFF SPRINGER personally
appeared Scott Adkinson, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]

