Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance; and Conveying Party previously recorded on Reel 019726 Frame 0685. Assignor(s) hereby confirms the License; and Queen Mary and Westfield College, University of London.

CONVEYING PARTY DATA

Name	Execution Date
Queen Mary and Westfield College, University of London	06/28/2007

RECEIVING PARTY DATA

Name:	Intellectual Ventures Holding 3 LLC
Street Address:	502 East John Street
City:	Carson City
State/Country:	NEVADA
Postal Code:	89706

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	10500854	
Application Number:	10562604	

CORRESPONDENCE DATA

Fax Number: (215)568-3439

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2155683100

Email: janderson@woodcock.com

Correspondent Name: Michael D. Stein
Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre, 12th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2891

ATTORNEY DOCKET NUMBER:	IV03-0005

NAME OF SUBMITTER: /Jennifer Anderson/

PATENT REEL: 019958 FRAME: 0446

500374970

10500

CH \$80 00

Total Attachments: 7

source=Notice of Recordation for correction#page1.tif source=Notice of Recordation for correction#page2.tif source=Notice of Recordation for correction#page3.tif source=Notice of Recordation for correction#page4.tif source=Notice of Recordation for correction#page5.tif source=Notice of Recordation for correction#page6.tif source=Notice of Recordation for correction#page7.tif

PATENT REEL: 019958 FRAME: 0447 TO: MICHAEL D. STEIN COMPA 2929 ARCH STREET



UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office

AUGUST 21, 2007

PTAS

5003390704

MICHAEL D. STEIN 2929 ARCH STREET CIRA CENTRE, 12TH FLOOR PHILADELPHIA, PA 19104~2891

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, F.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/21/2007

REEL/FRAME: 019726/0685

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: IV03-9001

ASSIGNOR:

QUEEN MARY AND WESTFIELD COLLEGE

DOC DATE: 06/28/2007

ASSIGNEE:

INTELLECTUAL VENTURES HOLDING 3

LLC

502 EAST JOHN STREET CARSON CITY, NEVADA 89706

SERIAL NUMBER: 10500854 PATENT NUMBER: FILING DATE: 03/24/2005

ISSUE DATE:

TITLE: AUTHENTICATION SYSTEMS

SERIAL NUMBER: 10562604

FILING DATE: 12/28/2005

PATENT NUMBER: ISSUE DATE:

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspro.gov

PATENT REEL: 019958 FRAME: 0448 USPTO 8/23/2007 10:24:42 AM PAGE 3/005 Fax Server

TO:MICHAEL D. STEIN COMPA: :2929 ARCH STREET

TITLE: OPTICAL FLOW ESTIMATION METHOD

019726/0685 PAGE 2

ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

PATENT REEL: 019958 FRAME: 0449

USPTO

8/23/2007 10:24:42 AM PAGE 4/005 Fax Server

TO:MICHAEL D. STEIN COMPA : 2929 ARCH STREET

			PATENT ASSIGNMENT		
Electronic Version of Stylesheet Version			08/21/2007 500339070		
SUBMISSION TYPE	TYPE: NEW ASSIGNMENT				
NATURE OF CONVI	YANCE:		ASSIGNMENT		
CONVEYING PARTY DATA					
		<u> </u>	lame	Execution Date	ł
Queen Mary and We	stfield College			06/28/2007	
RECEIVING PARTY	DATA				
Name:	Intellectual V	enture:	Holding 3 LLC		
Street Address:	502 East Joi	ın Strei	et		1
City:	Carson City				
State/Country:	NEVADA				i
Postal Code:	89706				ı
PROPERTY NUMBE	RS Total: 2				
Property 1	уре		Number		
Application Number		1 05 00	854		
Application Number:		10562	604		
CORRESPONDENCE DATA					
Fax Number:	(215)58				9
-			hen the fax attempt is unsuccessful.		ľ
Phone: 2155683100 Email: janderson@woodcock.com					
Correspondent Name: Michael D. Stein					
Address Line 1: 2929 Arch Street					
Address Line 2: Cira Centre, 12th Floor					
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2891					
ATTORNEY DOCKET NUMBER: IV03-0001					
NAME OF SUBMITTER: /Jennifer Anderson/					
			Holding 3 LLC#page1.tif		

PATENT

USPTO 8/23/2007 10:24:42 AM PAGE 5/005 Fax Server

TO:MICHAEL D. STEIN COMPA :2929 ARCH STREET

source=Assignment_Exhibit B_QMWC to IV Holding 3 LLC#page3.tif

PATENT

EXHIBIT B

MEMORANDUM OF EXCLUSIVE LICENSE/RIGHTS

Queen Mary and Westfield College, University of London, a university having offices at Mile End Road, London E1 4NS, United Kingdom, ("Licensor"), has granted to Intellectual Ventures Holding 3 LLC, a Nevada limited liability company, having an office at 502 East John Street, Carson City, Nevada 89706 ("Licensee"), the exclusive, worldwide, transferable, sublicensable, license of all rights of any kind conferred by the patents, patent applications, and provisional patent applications listed in the table below:

			Title of Patent and First
Patent or Application No.	Country	Filing Date	Named Inventor
10/500,854	US	01/15/2003	Authentication Systems
	}		Peter McOwan
EP04766110.3	EP	07/01/2004	Optical flow estimation method
			Miguel Coimbra
10/562,604	US	07/01/2004	Optical flow estimation method
		c	Miguel Coimbra
PCT/GB2006/050175	wo	06/19/2006	Sigma delta modulators
	,		Mark Brian Sandler

including, without limitation, the rights of any kind to, or conferred by, the Patents (defined below) to (a) use or otherwise practice any art, methods, processes, and procedures covered by the Patents, (b) make, have made, use, offer to sell, sell, import, and otherwise distribute or dispose of any inventions, discoveries, products, services, technologies or services covered by the Patents, (c) otherwise exploit any rights granted in the Patents and/or any invention or discovery described in the Patents, and (d) exclude other Persons from exercising any of such rights.

The "Patents" include all right, title, and interest that exist today and may exist in the future in and to any and all of the following:

- (a) the provisional patent applications, patent applications and patents listed in the table set forth above;
- (b) all patents and patent applications (i) to which any of such patents directly or indirectly claims priority, (ii) for which any of the such patents directly or indirectly

PATENT

forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference such patents or are directly or indirectly incorporated by reference by such patents;

- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registration of any item in the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries.

Licensor has also assigned, transferred and conveyed to Licensee all right, title, and interest in and to:

- (x) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and the inventions and discoveries therein;
- (y) all causes of action and enforcement rights of any kind (whether such claims, causes of action or enforcement rights are known or unknown; currently pending, filed, to be filed, or otherwise) under the Patents and/or under or on account of any of the Patents for past, current and future infringement of the Patents, including without limitation, all rights to (i) pursue and collect damages, profits and awards of whatever nature recoverable, (ii) injunctive relief, (iii) other remedies, and (iv) compromise and/or settle all such claims, causes of action and enforcement rights, for such infringement by granting an infringing party a sublicense or otherwise; and
- (z) rights to collect royalties or other payments under or on account of any of the Patents or any of the foregoing.

The preparation, filing, prosecution, maintenance and defense of the Patents will be under Licensee's exclusive control and discretion, in all pertinent governmental patent offices anywhere in the world.

Licensor hereby irrevocably grants Licensee the exclusive power to grant one or more powers of attorney with respect to the Patents and the exclusive discretion to transfer that right to Licensee's agent(s) or representative(s) that Licensee may designate one or more time, now or in

-6-

the future. Licensor understands that execution of this document confers on any attorney(s) or agent(s) to whom Licensee may grant a power of attorney the exclusive right to correspond with any patent office with repect to the Patents, and that this document does not create an attorney - client relationship with such practitioners to whom Licensee grants powers of attorney pursuant to this paragraph.

IN WITNESS WHEREOF this Memorandum of Exclusive License/Rights is executed at on ASSIGNOR:

Queen Mary and Westfield College

By:
Name: After Brown

Its: Aveel of Levinson Assignments of Levinson As

ATTESTATION

The undersigned witnessed the signature of <u>GRAFINE BROWN</u> to the above Assignment of Patent Rights and makes the following statements:

- 1. GRAEME BROWN is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on May ___, 2007 to execute the above Assignment of Patent Rights.
- 2. GRAEME BLOWN subscribed to the above Assignment of Patent Rights.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED on _	28/06/2002	(date)
	us Bo	
Print Nam	e: LAURA COM	ILREI

-7-

PATENT