

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer by operation of law.
CONVEYING PARTY DATA	
Name	Execution Date
Panamorph, Inc.	07/15/2006
RECEIVING PARTY DATA	
Name:	Sandra Kelly
Street Address:	7645 North Union Blvd.
Internal Address:	Suite 310
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80920
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6678095
CORRESPONDENCE DATA	
Fax Number:	(719)633-8477
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	719-634-5700
Email:	mfagin@sparkswillson.com
Correspondent Name:	Michele Fagin
Address Line 1:	24 South Weber Street
Address Line 2:	Suite 400
Address Line 4:	Colorado Springs, COLORADO 80903
ATTORNEY DOCKET NUMBER:	5588/001
NAME OF SUBMITTER:	Michele B. Fagin
Total Attachments: 2	
source=010a Bill of Sale.doc#page1.tif	
source=010a Bill of Sale.doc#page2.tif	

CH \$40.00 6678095

PATENT

500376461

REEL: 019965 FRAME: 0279

CONVEYANCE, BILL OF SALE AND ASSIGNMENT

This Conveyance, Bill of Sale and Assignment is made this October 11, 2007 by **Sandra Kelly** ("Grantor").

WHEREAS, Grantor was the sole shareholder of Panamorph, Inc., a Michigan corporation ("Panamorph MI").

WHEREAS, Panamorph MI was administratively dissolved by the Michigan Secretary of State on July 15, 2006.

WHEREAS, the creditors of Panamorph MI have been paid in full, or reserves have been created for their payment.

WHEREAS, all of the assets below have, as a result of the dissolution, become the property of Grantor.

WHEREAS, Grantor has formed Panamorph, Inc., a Colorado corporation ("Panamorph CO").

NOW THEREFORE, in return for 100,000 shares of common stock of Panamorph CO, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys, transfers, assigns and sets over unto Panamorph CO, its successors and assigns, all her right, title and interest in and to the following.

1. **Intangible Assets.** All intangible assets comprising a part of or used in connection with the operation of the business of development and sales of display technology, without limitation, and all rights of Grantor in the contracts, customer lists and similar items used in connection with the operation of such business.

3. **Trademark.** All trademark rights, whether registered or under common law, together with all existing and future goodwill associated with the following trademarks:

PANAMORPH

4. **Patents.** All right, title and interest in the following patents and/or patent applications issued or pending in the United States:

Patent Number or Application Number	Date(or Date of Filing for Application)	Name of Inventor	Title of Invention
6,678,095	01/13/2004	Shawn Kelly	Anamorphic Optical System

5. **Equipment.** Equipment consisting of those items listed on *Exhibit A*.

6. **Furniture and Furnishings.** Furniture and furnishings more fully described on *Exhibit A*.


7. **Domain Names.** All ownership, rights, title and interest in the following domain names:

panamorph.com

8. **Legal Rights.** Claims, causes of action or judgments insofar as required to protect and defend each of the items listed above.

TO HAVE AND TO HOLD the same unto Panamorph CO, its successors and assigns forever, free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, Grantor has signed and delivered this Conveyance, Bill of Sale and Assignment.


Sandra Kelly