

Form PTO-1595 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
SANDREW, Barry

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Legend Films Inc.
Internal Address: _____

Street Address: 5075 Shoreham Place, Suite 120

City: San Diego
State: CA
Country: 92122 Zip: _____
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 1/5/2006
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
11/324,815
B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Joseph J. Mayo
Internal Address: _____

Street Address: Dalina Law Group, P.C.
7910 Ivanhoe Ave, #325

City: La Jolla
State: CA Zip: 92037

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Fax Number: 858-777-5425
Email Address: jmayo@dalinalaw.com

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers 2001
Expiration Date 4/30/2010
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: _____ 10/15/2007
Signature Date
Daniel Nakaji, 58,017
Name of Person Signing Total number of pages including cover sheet, attachments, and documents: **3**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 11324815

ASSIGNMENT OF RIGHTS

App. No. : 10/450,970
: :
Assignor : SANDREW, Barry
: :
Assignee : Legend Films, Inc.
: :
DLG Ref. No. : LF-P0003
: :
Filing Date : 6/18/2003

IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD


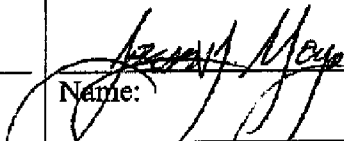
Whereas, Barry SANDREW a citizen of the United States of America, has conceived a certain invention entitled "IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD" ("Invention") for which a patent application was filed on June, 18th, 2003 and assigned an Official Serial No. 10/450,970 ("Application"); and whereas, Legend Films Inc., an entity existing under the laws of the United States and having a place of business at 5075 Shoreham Place, Suite 120 San Diego, CA 92122 ("Assignee") is desirous of acquiring the entire right, title and interest in and to the Invention and all rights relating thereto;

Now, therefore, for consideration the adequacy and receipt of which is hereby acknowledged, and other good and valuable consideration, Assignors hereby irrevocably sell, transfer, and assign the full and exclusive right, title and interest in and to the Invention including any and all rights to continuing, continuations-in-part, divisional, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on said Invention; and all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said Invention; and in and to all rights of priority resulting from the filing of said Applications.

Assignors hereby authorize and request the Director of the U.S. Patent and Trademark Office and all foreign Patent Offices to issue Patents for the subject matter assigned herein to said Assignee, of the entire right, title, and interest in and to the same, for Assignees sole use and behoof; and for the use and behoof of Assignees legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made. Assignors hereby covenants with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights to the Invention herein conveyed has been made to other by the undersigned, and that the full right to convey as herein expressed is possessed by the undersigned.

Assignment of Rights
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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto cause this Agreement to be executed.

Inventor Signatures	Witness Signatures	Date
Signature:  Barry SANDREW	 Name:	1/5/2006