

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Rockwell Scientific Licensing, LLC | 02/11/2004 |
| RECEIVING PARTY DATA | |
| Name: | RSCIS |
| Street Address: | 1049 Camino Dos Rios |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90067 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 09671409 |
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| ATTORNEY DOCKET NUMBER: | 80388.243180 |
| NAME OF SUBMITTER: | Stefan K. Kirchanski |

Total Attachments: 10
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3

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Agreement"), entered into as of February 11, 2004, among Rockwell Scientific Company LLC, a Delaware limited liability company, having its principal offices at 1049 Camino Dos Rios, Thousand Oaks, California ("RSC"), Rockwell Scientific Licensing, LLC, a Delaware limited liability company, having its principal offices at 1049 Camino Dos Rios, Thousand Oaks, California ("RSL"), and RSCIS, Inc., a Delaware corporation, having its principal place of business at 1049 Camino Dos Rios, Thousand Oaks, California ("RSCIS"), sets forth the agreement of the parties with respect to the transfer of certain of RSC and RSL's patentable technology relating to CMOS imaging.

WHEREAS, RSC has developed certain inventions, trade secrets, know how and other information valuable in the development and manufacture of CMOS imagers and products using CMOS imaging technology;

WHEREAS, RSC has transferred all right, title and interest in such technology to RSL, and RSL has licensed that technology to RSC on a nonexclusive basis for use in RSC's present and future business activities; and

WHEREAS, RSCIS is establishing a business to design, develop, manufacture, have made, offer for sale and sell products using CMOS imaging technology and desires to use RSC and RSL's CMOS imaging technology;

WHEREAS, RSCIS has licensed certain CMOS imaging technology in a license agreement between RSC and RSCIS dated November 3, 2003 (the "License Agreement"), and the parties also desire that certain patentable technology related thereto be transferred to RSCIS.

NOW THEREFORE, in consideration for the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. ASSIGNMENT

Subject to RSCIS' compliance with all the terms and conditions of this Patent Agreement and the License Agreement, RSC and RSL assign to RSCIS all right, title and interest in the ASSIGNED PATENTS, which are hereby listed on Appendix A and include any patent application so identified in Appendix A, any patent application later filed and based on any disclosure so identified in Appendix A, any patent later issued on any such identified application or later filed application or any divisional, continuing, continuation-in-part or reissue application based thereon, and any corresponding foreign patent or patent application.

RSC shall retain a paid up, royalty free license, without the right to sublicense, to use the ASSIGNED PATENTS to conduct research and development.

- 1.1. RSC shall retain a paid up, royalty free license, without the right to sublicense, to make, have made, use and sell the ASSIGNED PATENTS, limited to the field of research for, development for, and sales to the U.S. Government for military, defense, intelligence and security applications.

- 1.2. RSCIS shall not, without prior written consent from RSC and RSL, bid, propose to bid, contract, subcontract or team with a third party for the purpose of performing on any U.S. Government contract utilizing the ASSIGNED PATENTS for the purpose of research, development or sales for military, defense, intelligence or security applications.
- 1.3. RSCIS shall not, without prior written consent from RSC and RSL, bid, propose to bid, contract, subcontract, or team with a third party for the purposes of performing on any U.S. Government contract utilizing the ASSIGNED PATENTS for the purpose of research, development or sales for military, defense, intelligence or security applications.

2. CONSIDERATION.

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APPENDIX A
ASSIGNED PATENTS

Patents

| Patent No. | Inventors | Title |
|------------|--|--|
| 6,417,504 | Kozlowski, L | Compact Ultra-low Noise High-Bandwidth Pixel Amplifier for Single-Photon Readout of Photodetectors |
| 6,476,374 | Kozlowski, L; DeWames, R; McDermott, B | Room Temperature, Low Light Level Visible Imager |
| 6,504,141 | Kozlowski, L; Tennant, W | Adaptive Detector Interface Circuit With Ultra Wide Programmable Dynamic Range |
| 6,538,245 | Kozlowski, L | Amplified CMOS Transducer for Single Photon Read-Out of Photodetectors |

Applications

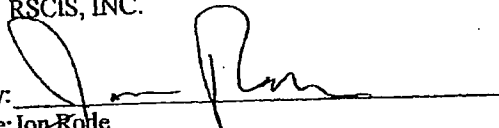
| Serial No. | Inventors | Title |
|------------|--|---|
| 09/671,409 | Loose, M | Imager with Adjustable Resolution |
| 09/675,488 | Kozlowski, L | Compact Active Pixel with Low-Noise Snapshot Image Formation |
| 09/675,487 | Kozlowski, L; Tennant, W. | High Gain Detector Amplifier with Enhanced Dynamic Range for Single Photon Read-out of Photodetectors |
| 09/675,278 | Kozlowski, L; Tennant, W; Kleinhans, W | Self-Adjusting Adaptive Minimal-Noise Input Amplifier Circuit |
| 09/697,203 | Kozlowski, L | Low Noise 3 FET Active Pixel Sensor With Snapshot Image Control |
| 10/436,947 | Loose, M | Architecture for Simultaneous Independent Use of Normal and Window Mode in CMOS Image Sensor Multiplexers |
| 10/436,946 | Loose, M | Pixel Circuit with Single Pixel Reset for CMOS Based Image Sensor Multiplexers |
| 10/436,945 | Loose, M | On-Chip Black-Clamping Circuit for CMOS Image Sensors |

Disclosures

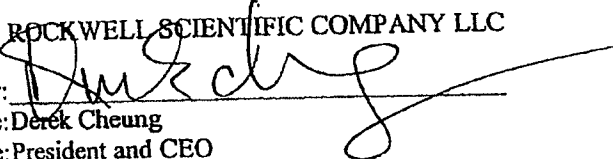
| Disclosure No. | Inventors | Title |
|----------------|--------------|--|
| 01SC005 | Kozlowski, L | CMOS Imaging System with Low Fixed Pattern Noise |
| 01SC006 | Kozlowski, L | Low-Noise CMOS Amplifier for Imaging Sensors |
| 01SC050 | Loose, M | Digital Programmable Gain Stage with High Resolution |

| | | for CMOS Image Sensors |
|----------|--|--|
| 03RSC049 | Loose, M | Column amplifier with automatic gain selection for CMOS image sensors |
| 00SC096 | Kozlowski, L | Ultra-Low Noise Photodetector Amplifier for High Speed Cameras |
| 03RSC013 | Loose, M | System-on-chip solution for image sensor control and data digitization |
| 00SC008 | Kozlowski, L; Mann, R | Method for Optimizing CMOS Imager Performance |
| 98SC126 | Kozlowski, L; DeWames, R; McDermott, B | Compact Color Imager for One-Chip Cameras |

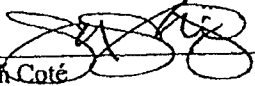
RSCIS, INC.

By: 
Name: Jon Rode
Title: President
Date: 2/11/04

ROCKWELL SCIENTIFIC COMPANY LLC

By: 
Name: Derek Cheung
Title: President and CEO
Date: 2/11/04

ROCKWELL SCIENTIFIC LICENSING, LLC

By: 
Name: Joseph Cote
Title: President
Date: 2/11/04

[Signature Page to Patent Assignment Agreement]