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 Inc.
Street Address:	1049 Camino Dos Rios
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91360

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6476374

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Stefan J. Kirchanski

Total Attachments: 10
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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: 2/1/04

ROCKWELL SCIENTIFIC COMPANY LLC

By: _____
Name: Derek Cheung
Title: President and CEO

Date: 2/1/04

ROCKWELL SCIENTIFIC LICENSING, LLC

By: _____
Name: Joseph Coté
Title: President

Date: 2/1/04

[Signature Page to Patent Assignment Agreement]