

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment and Assumption Agreement
CONVEYING PARTY DATA	
Name	Execution Date
IPI Imaging, Inc.	06/01/2008
RECEIVING PARTY DATA	
Name:	International Printer Corp.
Street Address:	500 Newport Center Drive, 7th Floor
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5077582
Patent Number:	6009284
Patent Number:	5361265
Patent Number:	5603060
Patent Number:	5333286
Patent Number:	6282383
Patent Number:	7417753
CORRESPONDENCE DATA	
Fax Number:	(720)566-4099
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	720-566-4125
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Correspondent Name:	Cooley Godward Kronish LLP
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Address Line 2:	Attn: Wayne O. Stacy
Address Line 4:	Broomfield, COLORADO 80021

CH \$280.00 5077582

ATTORNEY DOCKET NUMBER:

308763-901

NAME OF SUBMITTER:

Wayne O. Stacy

Total Attachments: 2

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PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of June 1, 2008 (the "Effective Date") by and between IPI Imaging, Inc., a Delaware corporation ("Assignor"), and International Printer Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor and MWA Intelligence, Inc. ("MWA") are parties to an Amended and Restated Intellectual Property License Agreement effective April 11, 2007, as amended (the "Exclusive License") pursuant to which MWA granted Assignor certain rights under the Transferred Patents (as defined herein);

WHEREAS, Acacia Patent Acquisition Corporation ("APAC") and Assignor entered into that certain Assignment and Assumption Agreement effective May 2, 2007 (the "IPI-APAC Agreement") pursuant to which Assignor assigned to APAC all of its rights, obligations, interests and liabilities under the Exclusive License;

WHEREAS, Assignee and APAC entered into that certain Assignment and Assumption Agreement effective August 17, 2007 (the "IPC-APAC Agreement") pursuant to which APAC assigned to Assignee all of its rights, obligations, interests and liabilities under the IPI-APAC Agreement in the Exclusive License;

WHEREAS, Assignor and Assignee acknowledge and agree, and understand that MWA and APAC acknowledge and agree, that the Exclusive License (as amended), the IPI-APAC Agreement, and the IPC-APAC Agreement, including all rights, obligations, interests and liabilities thereunder, shall remain in full force and effect;

WHEREAS, the Assignor and MWA entered into a Patent Assignment and License Agreement dated as of May 1, 2008 (the "Patent Assignment and License Agreement"), providing for the assignment of the Transferred Patents from MWA to Assignor; and

WHEREAS, Assignor wishes to assign its entire rights, obligations, interests and liabilities in the Patent Assignment and License Agreement and the patents transferred thereunder and Assignee desires to assume such rights, obligations, interests and liabilities in the Patent Assignment and License Agreement and the patents transferred thereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant; Delivery

1.1 **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee, and Assignee hereby accepts, all worldwide right, title, and interest in and to the patents and patent applications covered by the Patent Assignment and License Agreement (collectively, the "Transferred Patents"), including, but not limited to, the right to recover damages and equitable relief for prior infringements of the Transferred Patents. Assignor reserves no rights whatsoever in the Transferred Patents.

1.2 **Assumption.** For and in consideration of the assignment hereunder, Assignee hereby assumes all of Assignor's rights, obligations, interests, and liabilities under the Patent

Assignment and License Agreement to the same extent as though it had originally been named as a party thereto and agrees to observe, perform and fulfill all the terms and conditions of the Patent Assignment and License Agreement to the same extent as if it had originally been named as a party thereto.

1.3 Assignor Assistance. Assignor agrees to perform, without charge to Assignee, all acts deemed necessary or desirable by Assignee to assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Transferred Patents.

2. Miscellaneous

2.1 This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to any principles that may provide for the application of the law of another jurisdiction). Any claim, dispute, controversy or action shall be brought exclusively in the state and federal courts located in Los Angeles, California and each party irrevocably consents and submits to the jurisdiction of such courts; and each party agrees that venue would be proper in such courts.

2.2 This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. Notwithstanding the foregoing, the Exclusive License (as amended), IPI-APAC Agreement, the IPC-APAC Agreement, and the Patent Assignment and License Agreement shall remain in full force and effect.

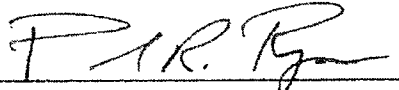
2.3 This Agreement may be executed in one or more counterparts, any of which need not contain the signatures of both parties, but all signed counterparts taken together will constitute one and the same agreement. A facsimile signature will be deemed as valid as an original signature.

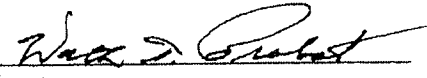
2.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INTERNATIONAL PRINTER CORP. (ASSIGNEE)

IPI IMAGING, INC. (ASSIGNOR)


Signature


Signature

Name: Paul Ryan

Name: Worth T. Probst

Title: Chairman and CEO

Title: CEO

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