

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Paul Wilkins</td><td>12/02/2008</td></tr><tr><td>James Bankoski</td><td>12/02/2008</td></tr><tr><td>Yaowu Xu</td><td>12/02/2008</td></tr></tbody></table>		Name	Execution Date	Paul Wilkins	12/02/2008	James Bankoski	12/02/2008	Yaowu Xu	12/02/2008				
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>ON2 TECHNOLOGIES, INC.</td></tr><tr><td>Street Address:</td><td>3 Corporate Drive</td></tr><tr><td>Internal Address:</td><td>Suite 100</td></tr><tr><td>City:</td><td>Clifton Park</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>12065</td></tr></table>		Name:	ON2 TECHNOLOGIES, INC.	Street Address:	3 Corporate Drive	Internal Address:	Suite 100	City:	Clifton Park	State/Country:	NEW YORK	Postal Code:	12065
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
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ATTORNEY DOCKET NUMBER:	ON2-105-B												
NAME OF SUBMITTER:	Andrew R. Basile, Jr.												
Total Attachments: 2													

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ASSIGNMENT AND AGREEMENT

WHEREAS, Paul Wilkins, James Bankoski, and Yaowu Xu all of 3 Corporate Drive, Suite 100, Clifton Park, NY 12065 (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled SYSTEM AND METHOD FOR VIDEO ENCODING USING ADAPTIVE LOOP FILTER as set forth in this United States Patent Application,

☐ executed concurrently herewith

☐ executed on

■ Serial No. 12/329,070 Filed Dec. 5, 2008

WHEREAS, ON2 TECHNOLOGIES, INC., a corporation of the state of Delaware, having its principal place of business at 3 Corporate Drive, Suite 100, Clifton Park, NY 12065, (hereinafter referred to as "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to said invention;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings,

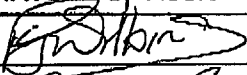


Attorney Docket No.: ON2-105-B

whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Young Basile Hanlon MacFarlane & Helmholdt, P.C. the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Young Basile Hanlon MacFarlane & Helmholdt, P.C. do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURE OF ASSIGNOR		
Name: Paul Wilkins	Signature: 	Date: 12/2/08
Name: James Bankoski	Signature: 	Date: 12/2/08
Name: Yaowu Xu	Signature: 	Date: 12/2/08
NAMES AND SIGNATURE OF WITNESS		
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

Note: *Prima facie* evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.