

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tara Handy Turner	09/30/2009
Evan M. Goldberg	09/30/2009
Matthew F. Schnittker	09/30/2009
Joseph W. Longson	09/30/2009
Robert M. Neuman	09/30/2009
RECEIVING PARTY DATA	
Name:	Disney Enterprises, Inc.
Street Address:	500 Buena Vista Street
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91521
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12571412
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	asaro.elissa@dorsey.com
Correspondent Name:	Gregory P. Durbin / Dorsey & Whitney LLP
Address Line 1:	370 Seventeenth Street
Address Line 2:	Republic Plaza Building, Suite 4700
Address Line 4:	Denver, COLORADO 80202-5647
ATTORNEY DOCKET NUMBER:	P200097.US.01
NAME OF SUBMITTER:	Elissa Asaro fbo Gregory P. Durbin

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**PATENT
 REEL: 023313 FRAME: 0074**

Total Attachments: 3

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ASSIGNMENT

WHEREAS, we, Tara Handy Turner, residing in Marina Del Rey, California, Evan M. Goldberg, residing in Los Angeles, California, Matthew F. Schnittker, residing in Castaic, California, Joseph W. Longson, residing in Castaic, California and Robert M. Neuman, residing in Santa Clarita, California (hereinafter, individually and collectively the "Assignor"), have jointly invented certain new and useful invention(s), including systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Gradient Modeling Toolkit for Sculpting Stereoscopic Depth Models for Converting 2-D Images Into 3-D Images," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/571,412, filed on September 30, 2009 (the "Utility Application") with attorney docket no. P200097.US.01; and

WHEREAS, Assignor desires to assign any and all of Assignor's right, title and interest to said invention(s), Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Disney Enterprises, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 500 South Buena Vista Street, Burbank, California 91521 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the Patent Rights;

NOW THEREFORE, for good and valuable consideration to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the Assignor's entire right, title and interest in and to the Patent Rights;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and

agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;


UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all of Assignor's right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

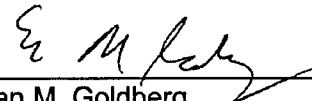
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 9/30/09

By: 
Tara Handy Turner

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 9/30/09

By: 
Evan M. Goldberg

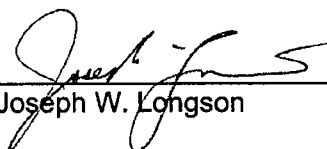
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: Sp 30, 2009

By: 
Matthew F. Schnittker

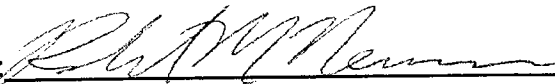
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Date: 9/30/09

By: 
Joseph W. Longson

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 9/30/09

By: 
Robert M. Neuman