

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
FotoNation, Inc.	12/26/2003
<b>RECEIVING PARTY DATA</b>	
Name:	FotoNation Ireland Ltd.
Street Address:	Galway Business Park
Internal Address:	Dangan
City:	Galway, Co. Galway
State/Country:	IRELAND
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12611387
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Tessera/FotoNation
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Address Line 2:	Attn: Andrew V. Smith, Ph.D.
Address Line 4:	San Jose, CALIFORNIA 95134
ATTORNEY DOCKET NUMBER:	FN-101-CON3-US
NAME OF SUBMITTER:	Andrew V. Smith, Reg. No. 43,132
Total Attachments: 1 source=FN-101-US-Assignment-2#page1.tif	

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**ASSIGNMENT OF UNITED STATES PATENT AND PATENT APPLICATIONS**

This ASSIGNMENT OF UNITED STATES PATENT AND PATENT APPLICATIONS (this "Agreement"), dated as of Dec 23<sup>rd</sup>, 2003, by and between FotoNation Inc. a Delaware corporation with offices at 137 Granville Way, San Francisco, CA 94127 (hereinafter, the "Assignor"), and FotoNation Ireland Ltd., having an office at Galway Business Park, Dangan, Galway, Co. Galway Ireland (hereinafter, the "Assignee").

WHEREAS, Assignor and Assignee have entered into a Patent Assignment Agreement dated as of Dec 23<sup>rd</sup>, 2003, (Dec 23<sup>rd</sup>, 2003) (the "Assignment Agreement"), whereby Assignee is buying certain assets of Assignor in good and valuable consideration as described in the Assignment Agreement;

WHEREAS, Assignor is the owner of those certain United States Patent and patent applications (the "United States Patent") set forth on Schedule A attached hereto; and

WHEREAS, Assignor desires to assign and assignee desires to acquire all of Assignor's right, title and interest in and to the United States Patent, subject to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has agreed to sell, assign and transfer, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the said United States Patent, along with all continuations, continuations-in-part, divisions, reissues, reexaminations, extensions or foreign equivalents thereof, if any, including the claimed subject matters thereof, and together with all claims of Assignor for profits and damages by reason of past infringement, if any, of said United States Patent, with, to the extent transferable, the right to assert, enforce, sue for and collect same for Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

This Agreement and the Asset Purchase Agreement set forth the entire understanding and agreement between the Parties with respect to this subject matter and this Agreement may not be amended except in a writing signed by both Parties.

Nothing in this Agreement shall in any way limit, expand or otherwise modify in any way Assignor's and Assignee's respective rights and obligations under the Assignment Agreement. Further, and without limiting the generality of the foregoing, to the extent of any inconsistency between the terms of this Agreement and the Assignment Agreement, the terms of the latter shall control.

**Assignor hereby authorizes the Assistant Commissioner for Patent to record this Agreement.**

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer effective as of the Dec 23<sup>rd</sup>, 2003.

Notary Seal:  
The above Person has presented himself to me as

ERAN STEINBERG on DEC / 26 / 2003

*Sapan Patel*  
SAPAN PATEL, NOTARY PUBLIC

Name: Eran Steinberg  
Signature: *[Handwritten Signature]*  
Title: CEO/Chairman FotoNation Inc.

**SCHEDULE A United States Patent and patent applications being assigned:**

Patent Number	Application Number	Filing Date	Grant Date	Title (Company Docket, Attorney Docket)
6,407,777	08/947,603	10/9/1997	6/12/2002	Red-Eye Filter Method and Apparatus (FN-100,2100874-991101)
	10/635,918	08/05/2003		Detecting Red Eye Apparatus Using Meta Data (FN-101B, 2100874-991120)
	10/635,862	08/05/2003		Detecting Red Eye Filter and Apparatus Using Meta Data (FN-101CIP, 2100874-991110)
	10/170,511	06/12/2002		Red-Eye Filter Method and Apparatus (fn-100C, 2100874-991101)

**PATENT**