

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Douglas B. Macrae | 05/02/2003 |
| Thomas E. Westberg | 05/02/2003 |
| RECEIVING PARTY DATA | |
| Name: | Index Systems, Inc. |
| Street Address: | c/o HWR Services, Ltd. |
| Internal Address: | P.O. Box 71, Road Town |
| City: | Tortola |
| State/Country: | BRITISH VIRGIN ISLANDS |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12873460 |
| CORRESPONDENCE DATA | |
| Fax Number: | (617)235-9492 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 617-951-7000 |
| Email: | liseann.ruggeri@ropesgray.com |
| Correspondent Name: | ROPES & GRAY LLP |
| Address Line 1: | One International Place |
| Address Line 2: | 39 / 41 Docketing |
| Address Line 4: | Boston, MASSACHUSETTS 02110 |
| ATTORNEY DOCKET NUMBER: | IS/150 CONT. |
| NAME OF SUBMITTER: | Lise Ann Ruggeri |
| Total Attachments: 2 source=IS_150_Cont_Assignment#page1.tif source=IS_150_Cont_Assignment#page2.tif | |

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ASSIGNMENT

WHEREAS, WE, DOUGLAS B. MACRAE AND THOMAS E. WESTBERG, residing at 23 Cart Path Road, Weston, Massachusetts, 02493 and 4 Puffer Lane Sudbury, Massachusetts 01776, respectively, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **VIDEO CLIPPING SYSTEM AND METHOD** , filed February 27, 2003, Application No. 10/375,931 , together with claim to the priority of United States Provisional Application No. 60/360,377, filed February 27, 2002.

AND WHEREAS INDEX SYSTEMS, INC., a British Virgin Islands corporation, having a place of business at c/o HWR Services, Ltd., P.O. Box 71, Road Town, Tortola, British Virgin Islands (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

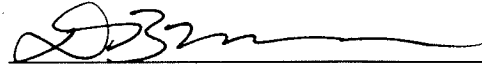
AND WE HEREBY further covenant and agree that we will communicate to ASSIGNEE any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

ASSIGNMENT

Docket No. 49854/WWM/I148

Joint

IN TESTIMONY WHEREOF, I hereunto set my hand this 2 day of MAY, 2003.



Douglas B. Macrae

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

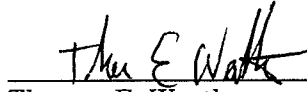
On MAY 2, 2003, before me SUSAN M. SANTORO, Notary Public, personally appeared Douglas B. Macrae personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary

COMMISSION EXPIRES
FEBRUARY 11, 2005

IN TESTIMONY WHEREOF, I hereunto set my hand this 2nd day of May, 2003.



Thomas E. Westberg

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

On MAY 2, 2003, before me SUSAN M. SANTORO, Notary Public, personally appeared Thomas E. Westberg personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary

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COMMISSION EXPIRES
FEBRUARY 11, 2005