## PATENT ASSIGNMENT

# Electronic Version v1.1

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SUBMISSION TYPE	5:	NEW ASS	NEW ASSIGNMENT			
NATURE OF CONV	EYANCE:	ASSIGNM	ASSIGNMENT			
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### PATENT REEL: 025043 FRAME: 0563

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#### ASSIGNMENT

THIS ASSIGNMENT is made and entered into by and between <u>Satya P. Mallick, Hui</u> <u>Qiao, and David Kriegman</u> ("ASSIGNOR(S)"), and <u>Photometria, Inc.</u> an entity existing under the laws of state of <u>Delaware</u> and having a place of business at 4225 Executive Square, Suite 385 La Jolla, CA 92037 ("ASSIGNEE").

WHEREAS, the ASSIGNOR(S) conceived new and useful Inventions described in the patent application entitled: "SYSTEM AND METHOD FOR CHANGING HAIR COLOR IN DIGITAL IMAGES" (hereafter "Invention(s)") filed on <u>September 24, 2010</u> with the United States Patent and Trademark Office and having a Serial No. of 12/889, 533

WHEREAS, the ASSIGNOR(S) desire to transfer the entire right, title, and interest in the Invention(s) and all rights of priority resulting from the Patent Application to ASSIGNEE and ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the Invention(s) and all rights of priority resulting therefrom from the ASSIGNOR(S).

**NOW THEREFORE**, for consideration the adequacy and receipt of which is hereby acknowledged, and other good and valuable consideration, the ASSIGNOR(S) hereby irrevocably sell, transfer, and assign the full and exclusive right, title and interest in and to the Invention(s) including any causes of action relating thereto and the right to collect damages recoverable thereon, the right to sue for infringement of any patents issuing therefrom and to collect damages including the right to sue for past infringement therefore, and all rights to continuing, continuations-in-part, divisional, improvement, substitute, renewal, reissue, reexamined and all other Applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on said Invention(s) or taking priority from any Patent Application describing the Invention(s); and all original, reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries on said Invention(s); and in and to all rights of priority resulting from the filing of Patent Applications describing the Invention(s).

ASSIGNOR(S) hereby authorize and request the Director of the U.S. Patent and Trademark office and all foreign Patent Offices to issue Patents for the subject matter assigned

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herein to ASSIGNEE for the sole and exclusive benefit of ASSIGNEE to the full end of the term for which said Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

In the event ASSIGNEE is unable, after reasonable effort, to secure ASSIGNORS' signatures on any documents relating to protection or maintenance of the Invention(s) or Applications describing the Invention(s), whether because of ASSIGNORS' physical or mental incapacity or for any other reason, ASSIGNOR(S) hereby irrevocably designate and appoint ASSIGNEE and its duly authorized officers and agents as their agent and attorney-in-fact, to act for and on their behalf to execute and file any Application(s) and to do all other lawfully permitted acts to further the prosecution, issuance, and maintenance of the Invention(s) or improvements to the Invention(s) with the same legal force and effect as if personally executed by ASSIGNOR(S).

ASSIGNOR(S) hereby covenant with ASSIGNEE, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the right to the Invention(s) conveyed herein has been made to another by the undersigned and that the full right to convey as herein expressed is possessed by ASSIGNOR(S) free and clear of all liens, pledges, charges and encumbrances. In cases where such information is missing ASSIGNOR(S) grant ASSIGNEE and agents or representatives of ASSIGNEE the right to modify this document to indicate the filing date and serial number assigned to the U.S. Patent Application(s) this document relates to. This Assignment may be executed in counterparts, each of which shall be deemed an original.

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## ACCEPTED AND AGREED TO:

# ASSIGNOR(S)

Inventor Signatures	Witness Signatures	Date
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Inventor Signatures	Witness Signatures	Date
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Hui Qiao	Name:	· · · ·
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Signature:	Radd	9/21/10
David Kriegman	Náme:	

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