

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Portavision	01/31/2011
RECEIVING PARTY DATA	
Name:	PIXSPAN, INC.
Street Address:	5329 Woodlawn Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7412104
CORRESPONDENCE DATA	
Fax Number:	(212)684-3999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-684-3900
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Correspondent Name:	Allen I. Rubenstein
Address Line 1:	Gottlieb Rackman & Reisman, PC
Address Line 2:	270 Madison Avenue
Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	8059/001
NAME OF SUBMITTER:	Allen I. Rubenstein
Total Attachments: 5 source=8059-001_Purchased Assets Assignment Agreement#page1.tif source=8059-001_Purchased Assets Assignment Agreement#page2.tif source=8059-001_Purchased Assets Assignment Agreement#page3.tif source=8059-001_Purchased Assets Assignment Agreement#page4.tif	

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PURCHASED ASSETS ASSIGNMENT AGREEMENT

THIS PURCHASED ASSETS ASSIGNMENT AGREEMENT ("Agreement"), dated as of January 31, 2011 (the "Effective Date"), is by and among: PIXSPAN, INC., a Delaware corporation ("Assignee"); and PORTAVISION, LLC, a Delaware limited liability company ("Portavision") and JILL ULVESTAD, the majority owning Member of Portavision and a resident of Illinois (each an "Assignor", and collectively, the "Assignors").

Background

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"), by and among Assignors and Assignee, Assignors have agreed to sell, assign, convey, transfer and deliver all of its right, title and interest in the Purchased Assets free and clear of all Liens to Assignee, and Assignee has agreed to purchase and acquire such Purchased Assets from Assignor;

WHEREAS, pursuant to the Asset Purchase Agreement, the Purchased Assets include certain Intellectual Property, Licensed Intellectual Property, and rights to IP Agreements as defined in the Asset Purchase Agreement and below; and

WHEREAS, it is a condition to the Asset Purchase Agreement that the parties thereto execute and deliver this Assignment in order to further evidence the Assignor's assignment of the Intellectual Property and related assets;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ASSIGNMENT

In consideration of the Purchase Price defined in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, and transfers and otherwise quitclaims to Assignee its entire right, title, and interest in and to the Purchased Assets comprised of the below-defined Intellectual Property, IP Agreements, and Licensed Intellectual Property as set forth in Attachment A and the claims of the Assignors against third parties relating to the Purchased Assets including such claims listed on Attachment B, attached hereto and incorporated herein by this reference. As used herein "Intellectual Property" shall mean all domestic and foreign: patents, patent applications, copyrights, copyright registrations and applications for registration thereof, Internet domain names and universal resource locators ("URLs"), trade secrets, inventions (whether or not patentable or reduced to practice), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, trade names (other than "Portavision"), know-how, maskworks, formulae, methods (whether or not patentable or reduced to practice), designs, processes, procedures, technology, source codes, object codes, computer software, databases, and other proprietary information or

material of any type, whether written or unwritten (and all derivatives, improvements and refinements of, any of the foregoing. The term "IP Agreements" shall mean any licenses of Intellectual Property by any of the Assignors to third parties or to the other Assignor, (ii) licenses of Intellectual Property by third parties to any of the Assignors, (iii) agreements between an Assignor, on the one hand, and third parties, on the other hand, relating to the development or use of Intellectual Property, and (iv) consents, settlements, decrees, orders, injunctions, judgments or rulings governing the use, validity or enforceability of Intellectual Property, in each of case (i) through (iii) above. The term "Licensed Intellectual Property" shall mean that Intellectual Property licensed by any third parties to the Assignor.

The Assignors' assignment of the Purchased Assets shall expressly include the right to sue and recover damages for past infringements or misappropriation of any such rights, for the United States and all foreign countries, including without limitation the exclusive right: to reproduce the work in copies; to prepare derivative works, improvements, modifications and additions based upon the work; to distribute copies of the work by public sale or other transfer of ownership; and to make, have made, use, sell, have sold, offer for sale and import goods, products and services constituting or covered by such property or right.

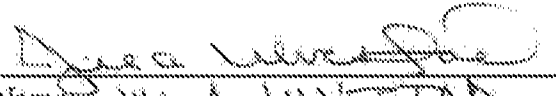
Each Assignor (i) agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the such property that are reasonably requested by Assignee, from time to time, at Assignee's sole expense, and (ii) hereby names and irrevocably constitutes and appoints Assignee, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby and to execute, sign, seal and deliver any and all documents or instruments as in the Assignee's judgment are necessary or appropriate to further secure or exercise the Assignee's rights hereunder.

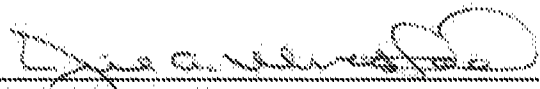
[Signature Page Follows.]

IN WITNESS WHEREOF, To be binding on the successors and assigns of each of the Assignors and to extend to the successors, assigns and nominees of the Assignee.

ASSIGNORS:

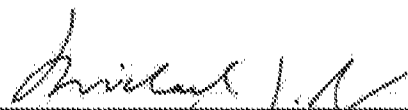
PORTAVISION, LLC

By: 
Name: JILL A. WESTAD
Title: MAJORITY OWNING MEMBER


JILL WESTAD

ASSIGNEE:

PIXSPAN, INC.

By: 
Name: Michael J. Brown
Title: President

ATTACHMENT A

Intellectual Property

All right, title and interest to the Intellectual Property, or any claims related to the same, concerning compression algorithms or related software that Assignors have any right, title or interest in, or has contributed to, including:

- * Patent #7,212,974
- * Patent #7,408,486
- * Patent #7,412,104
- * Patent Application 20090015447

All versions of the codec and related software tested in 2010 at the NRL, and by Tam-Anh Chu and/or Ken Hill.

All Intellectual Property related to methods and/or apparatus for data compression or data transmission, including without limitation lossless methods and related transformation algorithms, including without limitation microlet transforms.

Attachment B

Intellectual Property Claims

Any and all rights of Portavision to any potential claims relating to the Purchased Assets against any former employees, contractors, or suppliers, as well as potential claims against QBit Inc., QBit, LLC, the trustee of the bankruptcy estate of Daniel J. Kilbank, or other parties.

Any and all rights in Intellectual Property under any Employee Compliance Agreements, intellectual property assignment agreements, or similar agreements with past or present managers, members, employees or contractors of Portavision, as well as any rights to any work for hire or work product prepared for Portavision.