

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cine-Tal Systems, Inc.	04/15/2011
RECEIVING PARTY DATA	
Name:	THX, Ltd.
Street Address:	1600 Los Gamos Drive, Suite 130
City:	San Rafael
State/Country:	CALIFORNIA
Postal Code:	94903
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12260385
CORRESPONDENCE DATA	
Fax Number:	(949)588-6172
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-588-6171
Email:	pto@crockett-crockett.com
Correspondent Name:	CROCKETT & CROCKETT, P.C.
Address Line 1:	26020 Acero, Suite 200
Address Line 4:	Mission Viejo, CALIFORNIA 92691
ATTORNEY DOCKET NUMBER:	213/341
NAME OF SUBMITTER:	Michelle Campero
Total Attachments: 7 source=213-341_Assignment#page1.tif source=213-341_Assignment#page2.tif source=213-341_Assignment#page3.tif source=213-341_Assignment#page4.tif source=213-341_Assignment#page5.tif source=213-341_Assignment#page6.tif source=213-341_Assignment#page7.tif	

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## ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Intellectual Property Assignment"), effective as of April 15, 2011, is made by and between Cine-Tal Systems, Inc., a Delaware corporation (the "Seller" or "Assignor") and THX Ltd., a Delaware corporation (the "Buyer" or "Assignee").

WHEREAS, pursuant to the Purchase Agreement (defined below), the Assignor has agreed to sell and the Assignee has agreed to purchase the Acquired Assets.

WHEREAS, in accordance therewith, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Intellectual Property and Intellectual Property rights of Seller relating to the Business (the "Intellectual Property Assets").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of April 15, 2011, by and among the Assignor and the Assignee (the "Purchase Agreement").

2. Assignment. The Assignor does hereby assign to the Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property Assets and all registrations and applications for registrations of the Intellectual Property Assets, together with the goodwill of the Business symbolized by the Intellectual Property Assets, and together with all of the Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Intellectual Property Assets, including, without limitation, those Intellectual Property Assets identified on Schedule A and Schedule B attached hereto (collectively, the "Assigned Property"), free and clear of all Encumbrances, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this Intellectual Property Assignment not been made.

3. Further Assurances. The Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as the Assignee may reasonably request, together with any assignments thereof to the Assignee or persons designated by it. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any document or documents needed to apply for or prosecute any trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by the Assignor at no cost to the Assignor.

4. Validity Disputes; Use. The Assignor agrees to assist the Assignee, upon Assignee's reasonable request and at Assignee's sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property Asset. Further, the Assignor shall not directly or indirectly challenge Assignee's ownership of or right to use any of the Assigned Property. The Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between the Assignor and Assignee or is confusingly similar to any of the Assigned Property. The parties acknowledge that Seller shall be entitled to continue to use the name "Cine-tal" for any purpose.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than the Assignee, the Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of the Assignee, the Assignor and their respective successors and assigns.

6. No Additional Representations. Except as otherwise set forth in this Intellectual Property Assignment, the Seller is not making any additional representations, warranties or covenants in this Intellectual Property Assignment other than those contained in the Purchase Agreement.

7. Modification. This Intellectual Property Assignment may not be modified except by a writing executed by all the parties hereto.

8. Assignment. The terms of this Intellectual Property Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Intellectual Property Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of California (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Intellectual Property Assignment are for convenience only and such headings form no part of this Intellectual Property Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Intellectual Property Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

12. Filing. The Assignor hereby agrees that this Intellectual Property Assignment may be recorded with the United States Patent and Trademark Office, the United States

Copyright Office and any other office deemed applicable by the Assignee, and, accordingly, that the Assignee will be reflected as the successor in title to the Intellectual Property Assets and all applications and registrations therefore.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the date set forth above.

CINE-TAL SYSTEMS, INC.

By: [Signature]  
Name: Robert C. Carroll  
Title: President

STATE OF Indiana  
COUNTY OF Hamilton ) ss.:

On this the 15 day of April, 2011, before me, personally appeared Robert C. Carroll who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of Cine-Tal Systems, Inc., the corporation described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]  
Notary Public Roberta G. Driest  
My Commission Expires: 3-29-2015

Accepted:

THX LTD.

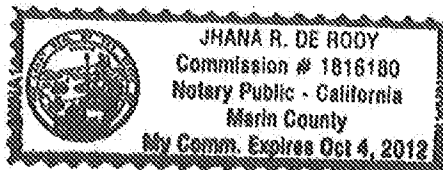
By: [Signature]  
Name: Richard A. Dean  
Title: Sr. VP

STATE OF California  
COUNTY OF Marin ) ss.:

On this the 25 day of April, 2011, before me, personally appeared Richard A. Dean who, being by me duly sworn, did depose and say that he is the [Sr. VP] of THX Ltd., the company described in and which executed the above instrument, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]  
Notary Public  
My Commission Expires: Oct 4, 2012



SCHEDULE A

Specified Patent Applications:

1. USPTO APPLICATION NO. 12/260,385: Method And System For Providing Access To Image System Services (Publication NO. US20100103270)
2. WO APPLICATION NO. WO2009US0061397: Method And System For Providing Access To Image System Services (Publication No. WO2010053693)

## SCHEDULE B

### Specified Intellectual Property Assets:

#### Software Source and Intellectual Property

1. All existing source code\*, object code, test, design, characterization and development tools used by the engineering team including, but not restricted to, software development tools, tools, libraries, associated build scripts.
  - All source for plugins and I/O modules including both Davio hardware and Cinemage hardware plugins
  - Davio Plugin
  - Cinemage Plugin
  - Probe/Sensor Modules, including Hubble, PhotoResearch, Minolta and Klein products currently supported
  - Shake Plugin
  - Nuke Plugin
  - Fusion Plugin
  - Film Master Plugin
  - Adobe Photoshop Plugin
2. Documentation, marketing collateral, presentations, associated copyrighted materials and product roadmaps.

\*SVN = In Subversion revision Control System

#### Unregistered Intellectual Property

1. cineSpace (non registered trademark)
2. "red splat" logo (non registered trademark)
3. equalEyes (non registered trademark)
4. cineProfiler (non registered trademark)
5. cineProfiler Lite (non registered trademark)
6. cineCube Visual (non registered trademark)
7. cineCube Visual Lite (non registered trademark)
8. cinePlugins (non registered trademark)

#### Other

1. All customer data and information in Seller's possession pertaining to the Products or Business, including, without limitation, customer information in the Seller's Salesforce CRM database. Such information shall be provided in the form and format specified by Buyer. Product support, trouble ticket and resolution information for current and past revisions of the software.
2. A copy of the proprietary license database for cineSpace Product in SQL format. Such information shall be provided in the form and format specified by Buyer.

3. All orders or partial orders taken from customers or potential customers that have not yet been invoiced, and for which the Seller has not received any payments or deposits as of the Closing Date.
4. A perpetual, worldwide, royalty-free, fully-paid-up license to the Davio API, and a copy of the API.
5. A perpetual, worldwide, royalty-free, fully-paid-up license to the Cinemage API, and a copy of the API.
6. A copy of credentials/password list for all computers, servers, data files and hosted services used in or useful for the operation of the Business. This includes passwords to source hosted on RimuHosting, data and SQL.
7. Exported user support forum archive found on [cine-tal.com/forum](http://cine-tal.com/forum).