

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Master Image Co., LTD.	10/31/2009
RECEIVING PARTY DATA	
Name:	MasterImage 3D Asia, LLC
Street Address:	6F Vision Tower 826-26
Internal Address:	Yeoksam-dong, Gangnam-gu
City:	Seoul
State/Country:	KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF
Postal Code:	135-080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13190443
CORRESPONDENCE DATA	
Fax Number:	(435)252-1361
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4352521360
Email:	elogan@mgiiip.com
Correspondent Name:	Maschoff Gilmore & Israelsen
Address Line 1:	1441 W. Ute Blvd.
Address Line 2:	Suite 100
Address Line 4:	Park City, UTAH 84098
ATTORNEY DOCKET NUMBER:	K1069.10012US02
NAME OF SUBMITTER:	R. Burns Israelsen
Total Attachments: 17 source=K1069-10012US02_Assignment2#page1.tif source=K1069-10012US02_Assignment2#page2.tif	

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of October 31, 2009, by and among MasterImage Co., Ltd., a corporation organized and existing under the laws of the Republic of Korea (the "**Company**"), Younghoon Lee, a stockholder of the Company (the "**Stockholder**"), with respect to Article III, Sections 5.3, 7.2, 7.3, 7.4, 7.5, 7.7, 7.15 and Article VIII of this Agreement only, and MasterImage 3D Asia, LLC, a limited liability company (*Yu-Han-Hoe-Sa* in Korean) organized and existing under the laws of the Republic of Korea ("**Buyer**"). The Company, the Stockholder (but only in the sections applicable to the Stockholder), and Buyer are herein referred to individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms are either defined herein or are specifically defined in Article IX hereof.

RECITALS

WHEREAS, the Company is engaged in the business of, among other things, developing, marketing, selling, leasing, and installing 3D theater systems, 3D display technologies, 3D eyewear, and 3D camera and integrated chip sets (the "**Business**");

WHEREAS, the Company desires to sell and transfer to Buyer, and Buyer desires to purchase from the Company, substantially all of the assets used in the Business;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1. Purchase and Sale of the Company's Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Company shall sell, convey, assign, transfer and deliver to Buyer all of the Company's right, title and interest in the assets, properties and rights related to, used or held for use in connection with, or necessary for the conduct of, the Business as set forth on Schedule 1.1 hereto (collectively, the "**Purchased Assets**"), free and clear of any and all liens, encumbrances, mortgages, security interests, pledges, claims, equities and other restrictions or charges of any kind or nature whatsoever ("**Liens**").

1.2. Excluded Assets. The Company is not selling, and Buyer is not purchasing, any assets of the Company listed on Schedule 1.2 hereto or any rights of the Company under this Agreement and the Transaction Documents, all of which shall be retained by the Company (collectively, the "**Excluded Assets**"). It is specifically understood and agreed by the Parties hereto that Buyer is acquiring, and the Company is selling, all of the tangible and intangible assets attributable to or used by the Company in its Business, except the Excluded Assets. For the avoidance of doubt, the Parties agree that each asset, property or right of the Company that is not listed on Schedule 1.2 as an Excluded Asset shall be a Purchased Asset.

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ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Text on the remainder of page 6
through page 9 is redacted

2.10. Intellectual Property.

(a) **Schedule 2.10** hereto sets forth a complete list and description of all foreign and domestic patents, patent rights, trademarks, service marks, trade names, brands and copyrights (whether or not registered and, if applicable, including pending applications for registration) owned, used, licensed or controlled by the Company. To its knowledge (but without having conducted any special investigation or search), the Company owns or has the right to use, and shall as of the Closing Date own or have the right to use, any and all information, know-how, trade secrets, patents, copyrights, trademarks, tradenames, software, formulae, methods, processes and other intangible properties that are necessary or customarily used by the Company for the ownership, management or operation of the Purchased Assets ("**Intellectual Property**") including, but not limited to, the Intellectual Property listed on **Schedule 2.10** hereto.

(b) Except as set forth on **Schedule 2.10** hereto, (i) to its knowledge (but without having conducted any special investigation or search) the Company is the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property, and has the exclusive right to use and license the same, free and clear of any claim or conflict with the Intellectual Property of any other Person; (ii) no royalties, honorariums or fees are payable by the Company to any Person by reason of the ownership or use of any of the Intellectual Property; (iii) there have been no claims made or, to the Company's Knowledge, threatened, against the Company asserting the invalidity, abuse, misuse, or unenforceability of any of the Intellectual Property, and no grounds for any such claims exist, nor to the Company's Knowledge, is there any reasonable basis therefor; (iv) the Company has not made any claim of any violation or infringement by another Person of any of its Intellectual Property or interests therein (which claim has not previously been resolved in full) and no grounds for any such claim exists; (v) the Company has not received any notice that it is in conflict with or infringing upon the asserted intellectual property rights of any other Person in connection with the Intellectual Property, and to the Company's Knowledge, neither the use of the Intellectual Property nor the operation of the Company's Business is infringing or has infringed upon any intellectual property rights of any other Person; (vi) the Intellectual Property is sufficient for and includes all intellectual property rights necessary for the Company to lawfully conduct its business as presently being conducted; (vii) no interest in any of the Company's Intellectual Property has been assigned, transferred, licensed or sublicensed by the Company to any Person other than Buyer pursuant to this Agreement; (viii) to the extent that any item constituting part of the Intellectual Property has been registered with, filed in or issued by, any Governmental Authority, such registrations, filings or issuances are listed on **Schedule 2.10** and were duly made and remain in full force and effect; (ix) there has not been any act or failure to act by the Company or, to the Company's Knowledge, by any of its directors, officers, employees, attorneys or agents during the prosecution or registration of, or any other proceeding relating to, any of the Intellectual Property or of any other fact which could render invalid or unenforceable, or negate the right to issuance of any of the Intellectual Property; (x) to the extent any of the Intellectual Property constitutes proprietary or confidential information, the Company has adequately safeguarded such information from disclosure; and (xi) all of the Company's current Intellectual Property will remain in full force and effect following the Closing without alteration or impairment.

(c) There are no outstanding options, licenses or other Contracts of any kind relating to the Intellectual Property, nor is the Company bound by or a party to any option, license or other Material Contract of any kind with respect to the Intellectual Property of any other Person. The Company has a valuable body of trade secrets, including know-how, concepts and other technical data (the "Proprietary Information") for the development, manufacture and sale of its products and services. The Company has the right to use the Proprietary Information free and clear of any Liens, except that the possibility exists that another Person may have independently developed trade secrets or technical information similar or identical to those of the Company. The Company is not aware of any such independent development or of any misappropriation of its Proprietary Information. It is not, nor to the Company's Knowledge, will it be necessary to utilize any inventions of any of the Company's employees made prior to their employment by the Company, except for inventions that have been assigned or licensed to the Company as of the date hereof.

(d) Each item of Intellectual Property owned or used by the Company immediately prior to the Closing will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing hereunder.

2.11. Brokers. No broker, finder or agent will have any claim against Buyer for any fees or commissions in connection with the Transactions based on arrangements made by or on behalf of the Company.

2.12. Product Warranty. Each product manufactured, sold, leased, or delivered by the Company has been in conformity with all applicable contractual commitments and all express and implied warranties, and the Company has no outstanding liability (and, to the Company's Knowledge, there is no basis for any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand giving rise to any liability) for replacement or repair thereof or other damages in connection therewith.

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through page 14 is redacted

ARTICLE III REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

The Stockholder hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date that the statements contained in this Article III are true and correct, except as set forth in the schedules attached hereto.

3.1. Assets. With the exception of this Agreement, there are no outstanding options, letters of intent, contracts or other agreements, arrangements or understandings (written or oral) of any kind relating to the sale, transfer, assignment, lease, encumbrance or other disposition of any of the Purchased Assets of any interest therein.

3.2. Intellectual Property.

(a) Schedule 2.10 hereto sets forth a complete list and description of all foreign and domestic patents, patent rights, trademarks, service marks, trade names, brands and copyrights (whether or not registered and, if applicable, including pending applications for registration) owned, used, licensed or controlled by the Company. To Stockholder's Knowledge (but without having conducted any special investigation or search), the Company owns or has the right to use, and shall as of the Closing Date own or have the right to use, any and all information, know-how, trade secrets, patents, copyrights, trademarks, tradenames, software, formulae, methods, processes and other intangible properties that are necessary or customarily used by the Company for the ownership, management or operation of the Purchased Assets ("Intellectual Property") including, but not limited to, the Intellectual Property listed on Schedule 2.10 hereto.

(b) As to the Intellectual Property set forth on Schedule 2.10 hereto, (i) to Stockholder's Knowledge (but without having conducted any special investigation or search) the Company is the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property, and has the exclusive right to use and license the same, free and clear of any claim or conflict with the Intellectual Property of any other Person; (ii) no royalties, honorariums or fees are payable by the Company to any Person by reason of the ownership or use of any of the Intellectual Property; (iii) there have been no claims made or, to the Stockholder's Knowledge, threatened, against the Company asserting the invalidity, abuse, misuse, or unenforceability of any of the Intellectual Property, and no grounds for any such claims exist, nor to the Stockholder's Knowledge, is there any reasonable basis therefor; (iv) the Company has not made any claim of any violation or infringement by another Person of any of its Intellectual Property or interests therein (which claim has not previously been resolved in full) and no grounds for any such claim exists; (v) the Company has not received any notice that it is in conflict with or infringing upon the asserted intellectual property rights of any other Person in connection with the Intellectual Property, and, to the Stockholder's Knowledge, neither the use of the Intellectual Property nor the operation of the Company's Business is infringing or has infringed upon any intellectual property rights of any other Person; (vi) the Intellectual Property is sufficient for and includes all intellectual property rights necessary for the Company to lawfully conduct its business as presently being conducted; (vii) no interest in any of the Company's Intellectual Property has been assigned, transferred, licensed or sublicensed by the Company to any Person other than Buyer pursuant to this Agreement; (viii) to the extent that any

item constituting part of the Intellectual Property has been registered with, filed in or issued by, any Governmental Authority, such registrations, filings or issuances are listed on Schedule 2.10 and were duly made and remain in full force and effect; (ix) there has not been any act or failure to act by the Company or, to the Stockholder's Knowledge, by any of its directors, officers, employees, attorneys or agents during the prosecution or registration of, or any other proceeding relating to, any of the Intellectual Property or of any other fact which could render invalid or unenforceable, or negate the right to issuance of any of the Intellectual Property; (x) to the extent any of the Intellectual Property constitutes proprietary or confidential information, the Company has adequately safeguarded such information from disclosure; and (xi) all of the Company's current Intellectual Property will remain in full force and effect following the Closing without alteration or impairment.

(c) There are no outstanding options, licenses or other Contracts of any kind relating to the Intellectual Property, nor is the Company bound by or a party to any option, license or other Material Contract of any kind with respect to the Intellectual Property of any other Person. The Company has a valuable body of trade secrets, including know-how, concepts and other technical data (the "Proprietary Information") for the development, manufacture and sale of its products and services. The Company has the right to use the Proprietary Information free and clear of any Liens, except that the possibility exists that another Person may have independently developed trade secrets or technical information similar or identical to those of the Company. The Stockholder is not aware of any such independent development or of any misappropriation of its Proprietary Information. It is not, nor to the Stockholder's Knowledge, will it be necessary to utilize any inventions of any of the Company's employees made prior to their employment by the Company, except for inventions that have been assigned or licensed to the Company as of the date hereof.

(d) Each item of Intellectual Property owned or used by the Company immediately prior to the Closing will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing hereunder

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through page 26 is redacted

7.17. Co-Owned Intellectual Property.

(a) The Parties acknowledge that as of the date hereof:

(i) The domestic patent rights described by patent application number 10-2008-0025385 and the foreign patent rights described by patent application number PCT/KR2009/001392 and 98108641 (Taiwan) are jointly owned by the Company and I-Station Corporation (the "I-Station Co-Owned Patent");

(ii) The domestic patent rights described by patent application number 10-2007-0001346 are jointly owned by the Company and Salux (the "Salux Co-Owned Patent"); and

(iii) The domestic patent rights described by patent application number 10-2008-0054215 and the foreign patent rights described by patent application number PCT/KR2009/003073 and 98119428 (Taiwan) are jointly owned by the Company and Praotech (the "Praotech Co-Owned Patent").

(b) With respect to the I-Station Co-Owned Patent, the Company shall, at the Closing, deliver to Buyer (i) an assignment of the Company's co-ownership interest; and (ii) an assignment of I-Station's co-ownership interest such that after the Closing Date, Buyer shall have sole ownership of all right, title and interest in and to the I-Station Co-Owned Patent.

(c) With respect to the Salux Co-Owned Patent and the Praotech Co-Owned Patent (each, an "Outstanding Co-Owned Patent"), the Company shall use its best efforts to obtain and transfer to Buyer, as promptly as practicable under the circumstances, the sole ownership of each Outstanding Co-Owned Patent by obtaining an assignment from each of Salux and Praotech (each, an "IP Co-Owner"). If the Company cannot obtain an assignment of the co-ownership rights of Salux and Praotech, the Company shall promptly transfer to Buyer the Company's co-ownership rights in and to each Outstanding Co-Owned Patent by obtaining either the consent of Salux and Praotech to such transfer or a court decision allowing such transfer. For the avoidance of doubt, in case Buyer has, with the approval of the Board of Directors of MasterImage 3D, abandoned efforts to acquire any interest in the Outstanding Co-Owned Patents, the Company shall not be obligated to obtain and transfer to Buyer the Outstanding Co-Owned Patents as set forth herein.

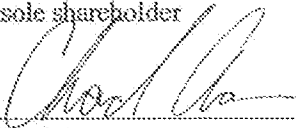
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER:

MASTERIMAGE 3D ASIA, LLC,
a limited liability company organized under the laws of the Republic of Korea

By: MasterImage 3D LLC,
a Delaware limited liability company,
Its sole shareholder

By: 
Chad Aaron
Chief Financial Officer

COMPANY:

MASTERIMAGE CO., LTD.,
a corporation organized under the laws of the Republic of Korea

By: _____
Younghoon Lee
President and CEO

STOCKHOLDER:

By: _____
Younghoon Lee

MasterImage Co., Ltd.
Asset Purchase Agreement
Signature Page

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER:

MASTERIMAGE 3D ASIA, LLC,
a limited liability company organized under the laws of the Republic of Korea

By: Masterimage 3D LLC,
a Delaware limited liability company,
its sole shareholder

By: _____
Chad Aaron
Chief Financial Officer

COMPANY:

MASTERIMAGE CO., LTD.,
a corporation organized under the laws of the Republic of Korea

By: _____
Younghoon Lee
President and CEO

STOCKHOLDER:

By: _____
Younghoon Lee

Masterimage Co., Ltd.
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SCHEDULE 1.1

PURCHASED ASSETS

For purposes of this Agreement, "Purchased Assets" includes all assets and properties owned or used by the Company in connection with its business, including, without limitation:

(i) all raw materials, works-in-process, inventories and other materials of the Company wherever located, all inventory in transit or on order and not yet delivered, and all rights with respect to the processing and completion of any works-in-process of the Company, including the right to collect and receive charges for services performed by the Company with respect thereto;

(ii) all supplies, equipment, vehicles, machinery, furniture, fixtures, leasehold improvements and other tangible property used by the Company in connection with its business, and the Company's interest as lessee in any leases with respect to any of the foregoing;

(iii) all of the Company's right, title and interest in and to its Contracts, including the Material Contracts listed on or required to be listed on Schedule 2.10 to the Agreement;

(iv) all Intellectual Property (including, without limitation, all patents co-patents, patent rights, and co-patent rights), Trade Secrets, Confidential Information, proprietary knowledge, computer software and licenses, formulae, designs and drawings, quality control data, processes (whether secret or not), methods, inventions and other similar know-how or rights used in the conduct of the Company's Business, including, but not limited to, the areas of manufacturing, marketing, advertising and personnel training and recruitment, together with all other Intellectual Property used in connection with the Company's Business, including all files, manuals, documentation and source and object codes related thereto;

(v) all utility, security and other deposits and prepaid expenses;

(vi) the Company's Business as a going concern and its franchises, Permits and other authorizations of Governmental Authorities (to the extent such Permits and other authorizations of Governmental Authorities are transferable) and third parties, licenses, telephone numbers, customer lists, vendor lists, referral lists and contracts, advertising materials and data, restrictive covenants, choses in action and similar obligations owing to the Company from its present and former shareholders, officers, employees, agents and others, together with all books, operating data and records (including financial, accounting and credit records), files, papers, records and other data of the Company;

(vii) all rights of the Company in and to all tradenames, trademarks and slogans used in its business, all variants thereof, and all goodwill associated therewith;

(viii) all rights to real property used by the Company including, without limitation, all leasehold interests of the Company as set forth in the Leases; and

(ix) all other property and rights of every kind or nature used by the Company in the operation of its Business.

Schedule 1.2 through Schedule 2.9 are redacted

SCHEDULE 2.10
INTELLECTUAL PROPERTY

<Domestic>

Filing Date	Application No.	Issue Date of Patent	Patent No.	Title of the Invention	Status
2005-08-26	10-2005-0076650	2006-11-13	10-0647517	Cell type Parallax-Barrier and stereoscopic image display apparatus using the same	Registration
2005-12-22 (2004-12-22)	10-2005-0127631 (10-2004-0110561)	2007-08-20	10-0752336	Parallax-Barrier type stereoscopic display apparatus	Registration
2006-01-29	10-2006-0006430	2007-04-13	10-0709728	Apparatus and method for attaching display panel for stereoscopic image	Registration
2006-11-10	10-2006-0111011	2008-07-04	10-0845564	Circularly polarized filter Stereoscopic image projector system apparatus for stereoscopic image projecting system and stereoscopic image projecting system using the same	Registration
2007-01-05	10-2007-0001346	2008-11-05	10-0868244	Method for generating stereoscopic image using the mobile equipment and chipset for generating stereoscopic image used in mobile equipment	Registration (Co-patent with Salux)
2007-11-06 (2006-11-06)	10-2007-0112548 (10-2006-0109065)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2007-06-04	10-2007-0054462			Method and apparatus for generating stereoscopic image	Pending
2007-08-03	10-2007-0078216			Apparatus for watching stereoscopic image	Pending
2008-03-19	10-2008-0025385			Apparatus for attaching display panel for stereoscopic image during the process of horizontal/vertical direction alignment thereof	Pending (Co-patent with i-Station)
2008-06-10	10-2008-0054215			Stereoscopic image generation chip for mobile equipment, and method for generating stereoscopic image using the same	Pending (Co-patent with Protech)

<Foreign>

Filing Date	Application No.	Issue Date of Patent	Patent No.	Title of the Invention	Status
2005-12-22	PCT/KR2005/004447			Parallax-Barrier type stereoscopic display apparatus	Pending
2007-06-15	2007-545575 (Japan)			Parallax-barrier type stereoscopic display apparatus	Pending

2007-06-21	11/722,478 (U.S.)			Parallax-barrier type stereoscopic display apparatus	Pending
2007-06-22	200580044323.X (China)			Parallax-barrier type stereoscopic display apparatus	Pending
2007-06-28	05 821 917.1 (Europe)			Parallax-barrier type stereoscopic display apparatus	Abandoned
2008-06-26	PCT/KR2006/003352			Cell type Parallax-Barrier and stereoscopic image display apparatus using the same	Pending
2008-02-25	12/064,795 (U.S.)			Cell type parallax-barrier and stereoscopic image display apparatus using the same	Pending
2008-03-24	200680035142.5 (China)			Cell type parallax-barrier and stereoscopic image display apparatus using the same	Pending
2008-03-25	06/83739.3 (Europe)			Cell type parallax-barrier and stereoscopic image display apparatus using the same	Pending
2008-03-25	2008-527852 (Japan)			Cell type parallax-barrier and stereoscopic image display apparatus using the same	Pending
2008-03-27	97111100 (Taiwan)			Cell type parallax-barrier and stereoscopic image display apparatus using the same	Pending
2008-11-06	PCT/KR2007/005576			Stereoscopic image projecting system using circularly polarized filter module	Pending
2007-11-06	96141993 (Taiwan)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-05	2668709 (Canada)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-05	198565 (Israel)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-05	13/513,590 (U.S.)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-06	07 833 886.0 (Europe)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-06	200903064-4 (Singapore)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-08	2007318346 (Australia)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-26	2009/03607 (South Africa)			Stereoscopic image projecting system using circularly polarized filter module	Pending

2009-05-03	To be informed (India)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-08-05	200760044999.8 (China)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-06-05	2009121563 (Russia)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-07	2009-536158 (Japan)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-05-06	PI0718620-0 (Brazil)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2009-08-24	09107770.2 (Hong Kong)			Stereoscopic image projecting system using circularly polarized filter module	Pending
2007-01-18	PCT/KR2007/000294			Apparatus and method for attaching display panel for stereoscopic image	Pending
2008-07-17	200780003297.5 (China)			Apparatus and method for attaching display panel for stereoscopic image	Pending
2008-07-22	2008-551183 (Japan)			Apparatus and method for attaching display panel for stereoscopic image	Pending
2009-03-19	PCT/KR2009/001392			Apparatus for attaching display panel for stereoscopic image during the process of horizontal/vertical direction alignment thereof	Pending (Co-patent with I-Station)
2009-03-19	98108341 (Taiwan)			Apparatus for attaching display panel for stereoscopic image during the process of horizontal/vertical direction alignment thereof	Pending (Co-patent with I-Station)
2009-06-10	98119428 (Taiwan)			Stereoscopic image generation chip for mobile equipment, and method for generating stereoscopic image using the same	Pending (Co-patent with Proatech)
2009-06-09	PCT/KR2009/003673			Stereoscopic image generation chip for mobile equipment, and method for generating stereoscopic image using the same	Pending (Co-patent with Proatech)

<Trademark>

Filing Date	Application No.	Grant Date of Patent	Patent No.	Title of the Invention	Status
2006-11-06	40-2006-0056028	2008-08-11	40-0749573	masterImage	Registration
2007-07-11	70-2007-0000439	2009-02-13	40-0749573	masterImage	Registration
2009-04-23	40-2009-0018966			CELLMATRIX	Pending

<Design>

Design Date	Design No.	Date of Filing	Patent No.	Design Description	Status
2008-01-15	30-2008-0001813	2009-02-09	30-0520158	Kiosk for stereoscopic image	Registration
2008-02-11	30-2008-0005732	2009-02-19	30-0521385	Stereoscopic image projecting system using circularly polarized filter module	Registration

※ Possible Conflict regarding IP

- Dispute against PureDepth, Inc.

On October 26, 2009, Digital Cube Co. Ltd ("iStation") received a letter from PureDepth Inc. ("PureDepth"), notifying iStation that PureDepth had terminated that certain Term Sheet entered into by PureDepth and iStation on July 24, 2009 (the "Notice Letter"). The Notice Letter also stated that PureDepth believed that certain products of the Company may infringe PureDepth intellectual property rights. Based upon the Notice Letter, PureDepth may initiate patent infringement litigation against the Company. The Company has no Knowledge that PureDepth will actually initiate patent infringement litigation against the Company.

Schedule 2.13(b) through Schedule 3.4 are redacted