

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YOUFINDER INTELLECTUAL PROPERTY LICENSING LIMITED LIABILITY COMPANY	06/14/2012
RECEIVING PARTY DATA	
Name:	HYSTERICAL SUNSET LIMITED
Street Address:	P.O. Box 10310 APO
City:	Grand Cayman
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1003
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6526158
Patent Number:	6819783
Patent Number:	7561723
Application Number:	11816959
Application Number:	12442361
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
Phone:	303-863-9700
Email:	lbrown@sheridanross.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	TODD P. BLAKELY
Address Line 1:	1560 BROADWAY, SUITE 1200
Address Line 4:	DENVER, COLORADO 80202-5141
ATTORNEY DOCKET NUMBER:	4180 [SEE LRB]

CH \$200.00 6526158

NAME OF SUBMITTER:

TODD P. BLAKELY

Total Attachments: 5

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WORLDWIDE ASSIGNMENT

WHEREAS, Youfinder Intellectual Property Licensing Limited Liability Company, having an address of 1062 Budapest, Andr ssy  t 64, Hungary ("ASSIGNOR"), is the owner by assignment of an interest in and to the pending patent applications and issued patents (collectively, "the Patent Rights") listed in the attached Schedule A;

WHEREAS, the ASSIGNOR is indebted to youFinder LLC and youFinder II, LLC (together, the "LENDERS") in an aggregate amount of US\$1,528,248.93 ("the Assignor's Debt") under and pursuant to the terms of Line of Credit Agreements entered into by the ASSIGNOR, one with each of the LENDERS, both on 5th January 2006 ("the Assignor's Facility");

WHEREAS, Hysterical Sunset Limited (the "ASSIGNEE"), a company whose postal address is P.O. Box 10310 APO, Grand Cayman, Cayman Islands, KY1-1003, funded the LENDERS to provide the Assignor's Facility by means of "back to back" loan arrangements ("the Lenders' Facility") consisting of Line of Credit Agreements entered into by LENDERS with ASSIGNEE dated 5th January 2006. The terms of the Lenders' Facility are identical to the terms of the Assignor's Facility, so that aggregate amount owing to the ASSIGNEE by the LENDERS ("the Lenders' Debt") under the Lenders' Facility is identical to the Assignor's Debt to the LENDERS under the Assignor's Facility;

WHEREAS, the Assignor's Debt is now due and owing in accordance with the terms of the Assignor's Facility, the LENDERS having made formal demand for the repayment of the same; and the corresponding Lenders' Debt to the ASSIGNEE is also now due and owing in accordance with the terms of the Lenders' Facility, the ASSIGNEE having made formal demand for the repayment of the same;

WHEREAS, the ASSIGNOR, the LENDERS and the ASSIGNEE have agreed that the ASSIGNOR will transfer the Patent Rights to the ASSIGNEE in satisfaction of a specific portion of the Lenders' Debt to the ASSIGNEE, in consideration of which the LENDERS will release and discharge the ASSIGNOR from a corresponding portion of the Assignor's Debt to the LENDERS and the ASSIGNEE will release and discharge the LENDERS from the specific portion of the Lender's Debt;

WHEREAS, the ASSIGNEE confirms that it desires to acquire the entire right, title, and interest in and to the Patent Rights disclosed in Schedule A, and any Letters Patent to be granted for the Patent Rights in all countries throughout the world and is willing to accept the same in partial satisfaction of the Lenders' Debt; and the LENDERS have confirmed that they are willing to release the ASSIGNOR from a portion of the Assignor's Debt in return for the ASSIGNOR transferring the Patent Rights to the ASSIGNEE and the ASSIGNEE releasing a corresponding portion of the Lenders' Debt, and the ASSIGNEE have confirmed that they are willing to release the LENDERS from a specific portion of the Lender's Debt;

NOW, THEREFORE, for and in consideration of certain good and valuable consideration as described above, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Patent Rights, any pending patent applications directed to the Patent Rights, all patent applications claiming benefit of or priority to any of the patents and/or patent applications comprising the Patent Rights, including, but not limited to, all provisional, divisional, and continuations of the patents and patent applications comprising the Patent Rights, and all Letters Patent that may be granted thereon in any countries throughout the world, all reissues thereof, together with the right to claim priority under the International Convention in all member countries; and the Director of Patents and Trademarks or equivalent authority in any Patent Office throughout the world is authorized and requested to issue all Letters Patent for the invention to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;

AND ASSIGNOR covenants and agrees that it has the full right to convey the entire right, title, and interest herein assigned and that ASSIGNOR has not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND ASSIGNOR further covenants and agrees that upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, ASSIGNOR will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce patent protection for the Patent Rights

in all countries throughout the world, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and/or assigns any facts known to ASSIGNOR regarding the Patent Rights, testify in any legal proceeding, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the Patent Rights in ASSIGNEE, its successors, legal representatives, and/or assigns, execute all provisional, divisional, continuation, and reissue applications, and make all rightful oaths, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns.

The U.S. Commissioner of Patents or equivalent authority in all Patent Offices throughout the world is hereby authorized and requested to issue any Letters Patent resulting from any granted patent application solely in accordance with the terms of this Assignment, to ASSIGNEE, its successors, legal representatives and assigns, as the assignees of the entire right, title, and interest therein.

By: Bryndley Davies

Date: 14-6-2012

Name: Bryndley Davies

Title: Managing Director

On behalf of Youfinder Intellectual Property
Licensing Limited Liability Company

ASSIGNOR

SCHEDULE A

Application No./ Patent No.	Country ID	Title	Filing Date/ Issue Date
60/025,442	US	System For Obtaining Personalized Photographic Images In A Large Entertainment Venue	9/4/1996
60/028,873	US	System For Obtaining Personalized Photographic Images In A Large Entertainment Venue	10/16/1996
60/029,431	US	System For Obtaining Personalized Photographic Images In A Large Entertainment Venue	11/12/1996
US97/15829	PCT	Obtaining Person Specific Images in a Public Venue	9/3/1997
97940915.8	EP	Method And System For Obtaining Person-Specific Images In A Public Venue	9/3/1997
6,526,158	US	Method and System for Obtaining Person-Specific Images in a Public Venue	2/25/2003
10/360,197	US	Obtaining Person-Specific Images in a Public Venue	2/6/2003
10/615,642	US	Obtaining Person-Specific Images in a Public Venue	7/8/2003
6,819,783	US	Obtaining Person-Specific Images in a Public Venue	11/16/2004

US04/03488	PCT	Obtaining Person-Specific Images in a Public Venue	2/5/2004
2004211756	AU	Obtaining Person-Specific Images in a Public Venue	2/5/2004
2515226	CA	Obtaining Person-Specific Images in a Public Venue	2/5/2004
04708619.4	EP	Obtaining Person-Specific Images in a Public Venue	2/5/2004
2006-503384	JP	Obtaining Person-Specific Images in a Public Venue	7/24/2009
7,561,723	US	Obtaining Person-Specific Images in a Public Venue	7/14/2009

60/656,764	US	Automated Indexing for Cruise Imaging	2/25/2005
US06/06697	PCT	Automated Indexing for Distributing Event Photography	2/23/2006
11/816,959	US	Automated Indexing for Distributing Event Photography	8/27/2008

60/700,282	US	Assisted Manual Indexing of Images Using Facial Recognition	7/18/2005
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PCT/US06/27323	PCT	Manually-Assisted Automated Indexing of Images Using Facial Recognition	7/12/2006
06787260.6	EP	Manually-Assisted Automated Indexing of Images Using Facial Recognition	7/12/2006
12/442,361	US	Manually-Assisted Automated Indexing of Images Using Facial Recognition	7/17/2009
US60/657,864	US	Indexing Image Collections	2/7/2005
US60/667,701	US	Indexing Images on the Internet	4/2/2005
US60/685,699	US	Using Facial Recognition to Search Very Large Image Collections	5/28/2005
US60/685,803	US	Searching Very Large Image Collections with Facial Recognition	5/28/2005
US60/692,748	US	Using Face Recognition in Web Searching	6/22/2005