

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Element Labs, Inc.	03/12/2010
RECEIVING PARTY DATA	
Name:	Barco, Inc.
Street Address:	3059 Premiere Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12484201
CORRESPONDENCE DATA	
Fax Number:	(408)872-4735
Phone:	4087010035
Email:	PTO-INBOX@AKACHANLAW.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:	AKA CHAN LLP
Address Line 1:	900 LAFAYETTE STREET
Address Line 2:	SUITE 710
Address Line 4:	SANTA CLARA, CALIFORNIA 95050
ATTORNEY DOCKET NUMBER:	ELABP071
NAME OF SUBMITTER:	Anne Carr
Total Attachments: 4 source=20110304_Ex D sale of ELAB pats and apps to Barco#page1.tif source=20110304_Ex D sale of ELAB pats and apps to Barco#page2.tif source=20110304_Ex D sale of ELAB pats and apps to Barco#page3.tif source=20110304_Ex D sale of ELAB pats and apps to Barco#page4.tif	

OP \$40.00 12484201

EXHIBIT D

PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

WHEREAS, by and with the necessary consents of the board of directors of Element Labs, Inc., a Delaware corporation ("*Assignor*" or "*Company*") and Assignor's shareholders, on March 12, 2010, Assignor, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to substantially all of its assets to Element Labs (Assignment for the Benefit of Creditors), LLC, a California limited liability company (the "*Assignee*"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Assignor (the "*General Assignment*");

WHEREAS, pursuant to the terms of the General Assignment Agreement between Assignor and the Assignee, all of Assignor's rights title and interest in and to its patents, patent applications, trademarks and copyrights have been assigned to the Assignee;

WHEREAS, pursuant to an Asset Purchase Agreement dated March 12, 2010 ("*Asset Purchase Agreement*") between Assignee and Barco, Inc. ("*Buyer*"), Buyer is acquiring the Required Assets (as defined in the Asset Purchase Agreement) from Assignee which includes the Company's patents, patent applications, trademarks and copyrights; and

WHEREAS, Assignee and Buyer desire to consummate the transfer of the Company's patents, patent applications, trademarks, copyrights and related rights to Buyer.

NOW, THEREFORE, BE IT KNOWN, pursuant to the Asset Purchase Agreement, Assignee has agreed to convey, assign, transfer, deliver and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Buyer, its successors and assigns all of the following:

1. the entire worldwide right, title and interest in and to each and all its patents, patent applications, and Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding national patent applications and all inventions, improvements and discoveries disclosed, claimed or described in said patents, patent applications, and Letters Patents which were held by or assigned or transferred to the Assignee pursuant to the General Assignment, including, without limitation, those set forth in Exhibit B of the Asset Purchase Agreement, a copy of which Exhibit B is appended hereto as Annex A, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof (collectively, the "*Patents*"), including without limitation, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignee has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patents, patent applications, inventions, improvements

and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Company or Assignee if the assignment set forth in this Patent Assignment had not been made;

2. the full and complete right to file patent applications in the name of the Company or its designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

3. the entire right, title and interest in and to any Letter Patent which may issue thereon with respect to the Patents in the United States or in any country, and any renewals, revivals, reissues, reexaminations and Company extensions thereof, and any patents of confirmation, registration and importation of the same;

4. all income, royalties, damages, and payments due or payable to the Company with respect to the Patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent; and

5. the foregoing rights in and under the Patents shall apply to the full end of their terms as fully as the Seller would have held the same in the absence of this Patent Assignment Agreement; and

6. all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignee pursuant to the General Assignment, including those set forth in Exhibit B of the Asset Purchase Agreement, a copy of which is appended hereto as Annex A, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

As of the date set forth below, the Buyer has succeeded to all right, title, and standing of the Company to (a) receive all rights and benefits pertaining to the Patents, Trademarks and Copyrights and (b) commence, prosecute, defend and settle all claims and take all actions that the Buyer, in its sole discretion, may elect in relation to the Patents, Trademarks and Copyrights. This Assignment Agreement (a) is irrevocable and effective upon the party's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument, (b) benefits and binds the parties to the Asset Purchase Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Asset Purchase Agreement, and (d) may be signed in counterparts as provided in Section 11.6 of the Asset Purchase Agreement.

The Assignee hereby authorizes and requests the United States Patent and Trademarks Office to issue to Buyer any Letter Patents to be granted from any pending U.S. patent application or any future U.S. patent application contemplated under and existing in accordance with and/or pursuant to this Agreement.

IN WITNESS WHEREOF, Assignee and Buyer have caused this Patent, Trademark and Copyright Assignment Agreement to be executed by their duly authorized officer as of March 12, 2010.

ASSIGNEE:

BUYER:

Element Labs (Assignment for the Benefit of Creditors), LLC
in its sole and limited capacity as
Assignee for the Benefit of Creditors
of Element Labs, Inc.

Barco, Inc.

By: _____

By: Kelly A. Elliott

Its: _____

Its: VP + CFO

As to Assignee

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. [seal] Notary Public

As to Buyer:

STATE OF GEORGIA
COUNTY OF GWINNETT

On March 12, 2010 before me, Diane B. Fowler (the undersigned notary), personally appeared Kelly A. Elliott personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. [seal] Notary Public

Diane B. Fowler, Notary
Diane B. Fowler

DIANE B FOWLER
NOTARY PUBLIC GWINNETT COUNTY, GEORGIA
COMMISSION EXPIRES APRIL 4, 2012

IN WITNESS WHEREOF, Assignee and Buyer have caused this Patent, Trademark and Copyright Assignment Agreement to be executed by their duly authorized officer as of March 12, 2010.

ASSIGNEE:

BUYER:

Element Labs (Assignment for the Benefit of Creditors), LLC
in its sole and limited capacity as
Assignee for the Benefit of Creditors
of Element Labs, Inc.

Barco, Inc.

By: *Michael A. Maily*

By: _____

Its: *MAL*

Its: _____

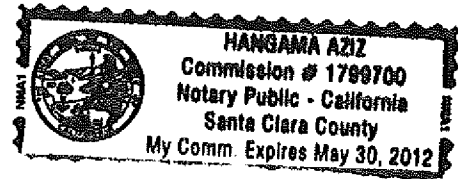
As to Assignee

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On 3/30/2010 before me, Hangama Aziz (the undersigned notary), personally appeared Michael A. Maily personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. [seal] Notary Public

As to Buyer: *Hangama Aziz*



STATE OF GEORGIA
COUNTY OF GWINNETT

On March 12, 2010 before me, Diane B. Fowler (the undersigned notary), personally appeared Kelly A. Elliott personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. [seal] Notary Public