

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David West</td> <td>08/09/2012</td> </tr> <tr> <td>Arthur Zwern</td> <td>08/09/2012</td> </tr> <tr> <td>Arthur Zwern as trustee of the Arthur and Kathryn Zwern Living Trust</td> <td>08/09/2012</td> </tr> <tr> <td>Global Alliance Inc.</td> <td>08/09/2012</td> </tr> <tr> <td>Lautze & Lautze Shareholder Representative of the former stockholders of Geometrix</td> <td>08/09/2012</td> </tr> </tbody> </table>		Name	Execution Date	David West	08/09/2012	Arthur Zwern	08/09/2012	Arthur Zwern as trustee of the Arthur and Kathryn Zwern Living Trust	08/09/2012	Global Alliance Inc.	08/09/2012	Lautze & Lautze Shareholder Representative of the former stockholders of Geometrix	08/09/2012
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<table border="1"> <tr> <td>Name:</td> <td>Image Metrics, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1918 Main Street</td> </tr> <tr> <td>Internal Address:</td> <td>2nd Floor</td> </tr> <tr> <td>City:</td> <td>Santa Monica</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90405</td> </tr> </table>		Name:	Image Metrics, Inc.	Street Address:	1918 Main Street	Internal Address:	2nd Floor	City:	Santa Monica	State/Country:	CALIFORNIA	Postal Code:	90405
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PROPERTY NUMBERS Total: 2													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7016824</td> </tr> <tr> <td>Patent Number:</td> <td>7103211</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7016824	Patent Number:	7103211						
Property Type	Number												
Patent Number:	7016824												
Patent Number:	7103211												
CORRESPONDENCE DATA													
Fax Number:	6174430004												
Phone:	617-443-9292												
Email:	gdimeo@sunsteinlaw.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:	Samuel J. Petuchowski												
Address Line 1:	125 Summer Street												
Address Line 2:	Sunstein Kann Murphy & Timbers LLP												
Address Line 4:	Boston, MASSACHUSETTS 02110-1618												

CH \$80.00 7016824

ATTORNEY DOCKET NUMBER:	2948/122 & 123
NAME OF SUBMITTER:	Samuel J. Petuchowski
<p>Total Attachments: 12</p> <p>source=gad2948_122_123_Shareholders to Image Metrics#page1.tif source=gad2948_122_123_Shareholders to Image Metrics#page2.tif source=gad2948_122_123_Shareholders to Image Metrics#page3.tif source=gad2948_122_123_Shareholders to Image Metrics#page4.tif source=gad2948_122_123_Shareholders to Image Metrics#page5.tif source=gad2948_122_123_Shareholders to Image Metrics#page6.tif source=gad2948_122_123_Shareholders to Image Metrics#page7.tif source=gad2948_122_123_Shareholders to Image Metrics#page8.tif source=gad2948_122_123_Shareholders to Image Metrics#page9.tif source=gad2948_122_123_Shareholders to Image Metrics#page10.tif source=gad2948_122_123_Shareholders to Image Metrics#page11.tif source=gad2948_122_123_Shareholders to Image Metrics#page12.tif</p>	

PATENT ASSIGNMENT

This Patent Assignment (this "**Assignment**") is made and entered into as of August 9, 2012, by

- (a) David West, of Los Altos, California ("**West**"),
- (b) Arthur Zwern, of San Jose, California ("**Zwern**");
- (c) Arthur Zwern, as trustee of the Arthur and Kathryn Zwern Living Trust ("**Trustee**"),
- (d) Global Alliance Inc., a corporation established under the laws of Japan and having an address of Tokyo, Japan ("**Global**");
- (e) Lautze & Lautze, of San Jose, California, as Shareholder Representative of the former stockholders of Geometrix Inc., a Delaware corporation (the "**Shareholder Representative**" and, collectively with West, Zwern, Trustee and Global, "**Assignors**"); in favor of
- (f) **IMAGE METRICS INC.**, a Nevada corporation, ("**Assignee**").

Background:

This patent assignment relates to two patents (collectively, the "**Patents**"):

1. Waupotitsch et al, "Interactive try-on platform for eyeglasses", US patent no. 7,016,824 issued March 21, 2006 (the "**824 Patent**"); and
2. Medioni et al, "Method and apparatus for generating 3D face models from one camera", US patent 7,103,211 issued September 5, 2006 (the "**211 Patent**").

West, Zwern, Trustee and Global are former shareholders and noteholders of Geometrix Inc ("**Geometrix**"), a Delaware corporation that merged with Alive Acquisition Inc. ("**AAI**"), also a Delaware corporation, on September 15, 2006 pursuant to a Merger Agreement dated as of August 4, 2006 (the "**Merger Agreement**"). Also pursuant to the Merger Agreement, Alive Tech Inc. ("**Alive**"), the parent corporation of AAI, issued secured promissory notes to Assignor and the other shareholders of Geometrix. All of the assets of Geometrix (including specifically the Patents) were identified as collateral for the notes, and Shareholder Representative was named as the Shareholder Representative of the stockholders of Geometrix.

On September 16, 2006, Shareholder Representative filed a UCC-1 financing statement in Forsyth County, Georgia naming Alive as the debtor, the 89 former shareholders of Geometrix as the secured parties, and identifying the assets of Geometrix, including specifically the Patents, as collateral.

In June 2007, Alive granted an exclusive license in the '211 Patent to Big Stage Entertainment Inc. ("**Big Stage**"), a Delaware corporation. In October 2007, Alive assigned its interest in the '824 Patent to Big Stage. Instruments were filed with the United States Patent and Trademark Office regarding both transactions.

In December 2007, Assignor filed suit in Santa Clara County, California seeking to recover title to all assets of Geometrix then owned or controlled by Alive, alleging that Alive was in default in the promissory notes issued to the former Geometrix shareholders.

On July 17, 2008, judgment the "**Judgment**") was entered in that case (Superior Court of the County of Santa Clara, California, Case No. 1-07-CV-101593) declaring Assignors to have become the lawful owners of the former assets of Geometrix, including the Patents, by virtue of a foreclosure under California Commercial Code Sections 9620 et seq on June 27, 2008. A copy of the Judgment is attached hereto as Exhibit A.

In 2010, Assignee acquired the assets of Big Stage, including its rights to the Patents.

Assignors and the other former shareholders of Geometrix now wish to consolidate all claims of title in the Patents in Assignee.

Assignment:

1. Assignment. In consideration of the foregoing, and in consideration of the sum of eighty five thousand dollars (\$85,000), which has been paid to the Shareholders Representative to be distributed to the former shareholders of Geometrix, Assignors hereby assign and transfer to Assignee all of Assignors' right, title and interest in and to:

- a. the Patents and the registrations and applications therefor;
- b. Any and all patents and patent applications claiming priority from the item(s) described in subsection a above;
- c. All divisional, continuation, continuation-in-part, substitute, request for continued examination, renewal, reexamination, reissue, and other related extensions and applications thereto (including any and all foreign counterpart patents and applications) which have been or may be filed in the United States or elsewhere in the world with respect to the items described in subsection a – b above;
- d. all patents (including reissues and re-examinations), which may be granted on any of the items described in subsections (a) – (c), above; and
- e. all rights of priority in any of (a) – (d), above, together with all rights to recover damages for past and present infringements and any other causes of action related to any of the items described in subsections (a) – (d), above.

2. Further Assurances. Assignors agree, when reasonably requested, and without further consideration, but at Assignee's expense, in order to carry out the intent of this Assignment generally, to do all lawful acts that Assignee reasonably shall consider desirable for vesting in Assignee the right, title, and interest herein conveyed. Assignors further agree to provide any successor, assign, or legal representative of Assignee with the benefits and assistance provided to Assignee hereunder. Assignors grant the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document. Assignors shall not execute any writing or do any act whatsoever conflicting with these presents.

3. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the laws of the State of California and the United States of America. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights

under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

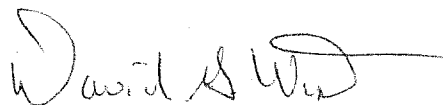
4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

5. Limited Warranty of Title. Assignors represent and warrant to Assignee that they have the same title to the Patents on the date of this Assignment as they did on the date of the Judgment except as their title may have been impaired by Assignee's purchase of the assets of Big Stage.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Assignors have executed this Patent Assignment as of the day and year first above written.

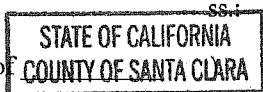
ASSIGNOR



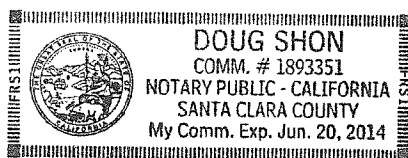
David G. West

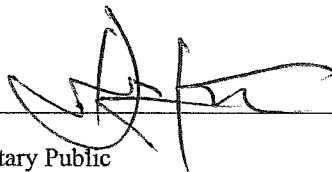
State of California)

County of



On the 3 day of August, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared David West personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.





Notary Public

My commission expires: 6-20-2014

Dated: 3 Aug. 12

IN WITNESS WHEREOF, the Assignors have executed this Patent Assignment as of the day and year first above written.

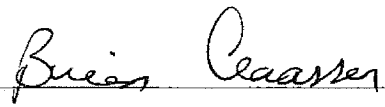
ASSIGNOR


Arthur Zwern, individually and as trustee of the
Arthur and Kathryn Zwern Living Trust

State of California)
ss.:

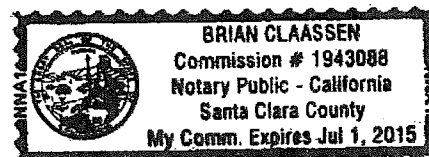
County of Santa Clara)

On the 6th day of August, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur Zweig personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, and the trust upon behalf of which this individual acted, executed the instrument.


Notary Public

My commission expires: 7/1/2015

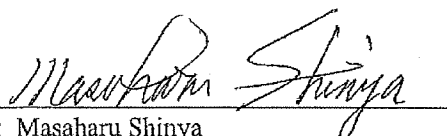
Dated: August 6, 2012



IN WITNESS WHEREOF, the Assignors have executed this Patent Assignment as of the day and year first above written.

ASSIGNOR

GLOBAL ALLIANCE INC.

By: 
Name: Masaharu Shinya
Title President and CEO

WITNESS:



Name: Noboru Kosaka

Date: August 9, 2012

IN WITNESS WHEREOF, the Assignors have executed this Patent Assignment as of the day and year first above written.

ASSIGNOR

Lautze & Lautze, as Shareholder Representative of the former stockholders of Geometrix Inc.

By: 

Name: George Ucelli

Title Director of Client Services

)

ss.:

)

On the ____ day of August, in the year 2012 before me, the undersigned, a Notary Public in and for said _____, personally appeared George Ucelli personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of Lautze & Lautze and that by his signature on the instrument, Lautze & Lautze executed the instrument in its capacity as shareholder representative of the former shareholders of Geometrix Inc..

Notary Public

see loose Certificate

Ag

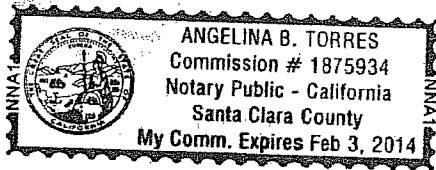
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On Aug. 3, 2012 before me, Angelina B. Torres
Date Here Insert Name and Title of the Officer

personally appeared George John Uccelli, JR
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

DIEMER, WHITMAN & CARDOSI, LLP
KATHYRN S. DIEMER, #133977
JOHN P. CARDOSI, #111381
75 East Santa Clara Street, Suite 290
San Jose, California 95113
Telephone: (408) 971-6270
Facsimile: (408) 971-6271

Attorneys for:
Arthur Zwern, David West, and Global Alliance, Inc.
And 90 Shareholders represented by Shareholder
Representative George Uccelli

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

David West, Arthur Zwern, the Arthur and
Kathryn Zwern Living Trust, Global Alliance,
Inc. and 90 Shareholders represented by
Shareholder Representative George Uccelli

Plaintiffs,

v.

Alive Tech, Inc, a Georgia Corporation;
And Does 1 through 25,

Defendants.

Case No. 1-07-CV-101593

STIPULATED JUDGMENT

STIPULATED JUDGMENT

Plaintiffs and Defendant having stipulated to the entry of this Judgment, and good cause
appearing, IT IS ORDERED, ADJUDGED AND DECREED:

The following interlocutory orders, previously entered in this action, copies of which are
attached hereto, are incorporated herein as part of this Judgment, and they shall survive the entry
hereof as final, permanent orders:

1. Order for Writ of Possession List entered December 21, 2007;

STIPULATED JUDGMENT
Page 1

Stipulated Judgment (2) DOC

- PATENT**
REEL: 028789 FRAME: 0245

1 Dated: 7-14, 2008

ALIVE TECH, INC.
A Georgia Corporation

By: [Signature]
Name: A. HURLIMAN

Its Authorized Representative

Superior Court Of California
Chief Executive Officer,
David H. Yamasaki
Superior Court Building
191 North First Street
San Jose, CA 95113-1090

Received From: The Arthur And Kathryn Z
wern Liv

1-07-CV-101593

CV Mtn/Other Paper w/Hrg CK

40.00

Sub Total

\$40.00

---MOP---AMOUNT---

CK \$ 40.00

TOTAL DUE \$ 40.00

CASH RECEIVED \$ 0.00

CASH DUE \$ 0.00

CHANGE \$ 0.00

STIPULATED JUDGMENT
Page 3

Stipulated Judgment (2).DOC

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Cashier: RR DTSCIV010134
07/17/08 8:45am
Downtown Courthouse