

## PATENT ASSIGNMENT

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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>Rastislav Lukac</td> <td>10/01/2012</td> </tr> <tr> <td>Shri Ramaswami</td> <td>10/01/2012</td> </tr> <tr> <td>Sanghoon Bae</td> <td>10/01/2012</td> </tr> </tbody> </table>		Name	Execution Date	Rastislav Lukac	10/01/2012	Shri Ramaswami	10/01/2012	Sanghoon Bae	10/01/2012
Name	Execution Date								
Rastislav Lukac	10/01/2012								
Shri Ramaswami	10/01/2012								
Sanghoon Bae	10/01/2012								
RECEIVING PARTY DATA									
Name:	Foveon, Inc.								
Street Address:	471 El Camino Real								
Internal Address:	Suite 200								
City:	Santa Clara								
State/Country:	CALIFORNIA								
Postal Code:	95050								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13550436</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13550436				
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Application Number:	13550436								
CORRESPONDENCE DATA									
Fax Number:	6503911395								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	6503911380								
Email:	ipdockets@lrlaw.com								
Correspondent Name:	Rochelle Rotea								
Address Line 1:	2440 W. El Camino Real								
Address Line 2:	6th Floor								
Address Line 4:	Mountain View, CALIFORNIA 94040								
ATTORNEY DOCKET NUMBER:	FOV-271								
NAME OF SUBMITTER:	Adriena M. Garcia								
Total Attachments: 1 source=FOV-271_Assignment_10-3-12#page1.tif									

CH \$40.00 13550436

ASSIGNMENT

THIS ASSIGNMENT, by Rastislav Lukac, Shri Ramaswami, and Sanghoon Bae (hereinafter referred to as the Assignors), witnesseth:

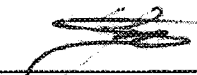


WHEREAS, said Assignors have invented certain new and useful improvements, which are described in United States patent application 13/550,436 entitled Imaging Array Having Photodiodes with Different Light Sensitivities and Associated Image Restoration Methods and filed July 16, 2012;

WHEREAS Foveon, Inc., a body having corporate powers under the laws of California and having a principal place of business at 471 El Camino Real, Suite 200, Santa Clara, California 95050 (hereinafter referred to as the Assignee), is desirous of obtaining the entire right, title and interest in and to said inventions and said applications for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefore and thereon, and to any and all improvements which are disclosed in said applications for Letters Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto said Assignee the entire right, title, and interest in, to, and under said inventions; said applications for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said applications; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title, and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby warrant and represent that, at the time of execution and delivery of these presents, said Assignors were the lawful owners of the entire right, title, and interest in and to said inventions and said applications for Letters Patent, and that the same had not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title, and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) that are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) that are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said applications, any applications which are a division, continuation, or continuation-in-part of said applications, any reissue application for any Letters Patent granted on said applications, or for any interference proceeding involving said applications or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said applications, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings, and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns, and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives, and assigns.
5. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the Assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the date noted below.

	10/01/2012		10/1/12
_____ Rastislav Lukac	Date	_____ Shri Ramaswami	Date
	10/1/2012		
_____ Sanghoon Bae	Date		

PATENT