

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wavefront Technology, Inc.	09/30/2012
RECEIVING PARTY DATA	
Name:	RealD Inc.
Street Address:	100 North Crescent Drive
Internal Address:	Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12977026
Application Number:	13457707
Application Number:	12976986
Application Number:	13488081
CORRESPONDENCE DATA	
Fax Number:	2149783099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149783000
Email:	jana.taylor@bakermckenzie.com
Correspondent Name:	Patent Department
Address Line 1:	Baker & McKenzie LLP
Address Line 2:	2001 Ross Avenue, Suite 2300
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	267, 268 FAMILIES
NAME OF SUBMITTER:	Neil G. J. Mothew

PATENT

Total Attachments: 5

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ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made as of the 30th day of September, 2012 by and between RealD Inc., a Delaware corporation with its principal office at 100 North Crescent Drive, Suite 200, Beverly Hills, California 90210 ("Assignee"), and Wavefront Technology, Inc., 7350 Somerset Blvd., Paramount, California 90723 ("Assignor"). Assignor and Assignee are herein referred to individually as "Party;" collectively, the "Parties."

WHEREAS, Assignor has developed, created, authored, and made through its employees certain inventions, technology, works, data, and information related to polarization preserving microstructures for projection screens (the "Developments");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to sell, assign, and transfer to Assignee, all rights, title, and interest in and to the Developments, any improvement, modification, derivation, or amendment to or based on or including the Developments (collectively, "Improvements"), and any and all of patents and patent applications (including, without limitation, those set forth on Schedule 1 to this Assignment), invention disclosures, reductions to practice, and patent rights (including, without limitation, any provisional, utility, and design patent applications and patents, and any and all continuations, continuations-in-part, divisionals, provisionals, revisions, extensions, reexaminations, and reissues, national, international, and foreign counterparts), trade secret rights, know-how rights, copyrights, and other intellectual and industrial property rights in or to or covering or related to the Developments and/or any Improvement that are, may, or will exist anywhere in the world under any law (all the foregoing is referenced herein collectively and individually as the "Assigned Property").

NOW, THEREFORE, Assignor and Assignee agree to and execute the following assignment:

1. In consideration of **the payment of US \$100,000 (one hundred thousand US Dollars), the receipt and sufficiency thereof by Assignor is hereby confirmed**, Assignor agrees to assign, convey and transfer, and hereby assigns, conveys and transfers to Assignee, and Assignee hereby accepts, in accordance with this Assignment, all of the rights, title, and interest in and to each and all of the Assigned Property.
2. This Assignment, and the assignments, transfers, and conveyances under this Assignment shall be effective as of the date on which the Developments (with regard to the Invention) or any Improvement (with regard to any Improvement), as applicable, came or comes into existence or the earliest legally permissible date for such assignments, transfers, and conveyances to be effective (the "Effective Date").
3. The Parties agree that, as of the Effective Date, Assignor hereby agrees that Assignee shall solely own and hold, and hereby assign to Assignee, all of its rights: (i) to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Assigned Property, (ii) to sue, initiate any action and proceeding, and otherwise enforce, and continue any suit, action, proceeding, and other enforcement, arising from or related to or in connection with any Assigned Property, including, without limitation, any infringement or violation of any Assigned Property, all existing, effective or based on any event occurring at any time before, on or after the Effective Date, (iii) to all claims, demands, causes of action, damages, injunctive relief, rights and remedies arising from or related to or in connection with any Assigned Property, including, without limitation, any infringement or violation of any Assigned Property, and to collect, obtain, have and retain (without any participation, share or compensation by Assignor) any recovery, award, payment, or value based thereon, all existing, effective or based on any event occurring at any time before, on or after the Effective Date, and (iv) to file, prosecute, continue prosecuting, and abandon any application and to obtain, maintain, abandon, or file for reexamination of any patent and other registration within the Assigned Property.
4. Assignor shall not retain, and shall not be deemed or presumed to retain, any right, title, interest, license, lien, encumbrance, or expectation in or to any Assigned Property. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any Assigned Property cannot be assigned as provided in this Assignment, Assignor agrees: (i) to assign, convey and transfer, and hereby assigns, conveys and transfers to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to this Assignment to the fullest extent permissible, and (ii) to grant, and hereby grant, Assignee an unlimited, exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any Assigned Property that cannot be assigned as contemplated by this Assignment.

5. If and to the extent requested by Assignee, Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office, the Copyright Office, and any other applicable office and agency, to record Assignee as the sole and exclusive owner of the Assigned Property, and to issue any certificate, document or process for the Patents in the name and for the benefit of Assignee.

6. Assignor hereby warrants and represents as follows: (i) Assignor owns all rights, title, and interest in and to all Assigned Property, and to the extent any right, title, or interest is not solely owned by Assignor *ab initio*, has acquired free and clear prior to this Assignment all such rights, title and interest in and to the Assigned Property; (ii) Assignor has not assigned, transferred, conveyed, or granted, and has not agreed or promised to or entered into an agreement or contract or undertaking to assign, transfer, convey, or grant, any right, title, interest, license, or expectation in or to the Assigned Property or any part thereof; (iii) Assignor has not disclosed, published, distributed, or given or permitted access to any of the Developments or any Improvement to any third party, and Assignor will not disclose, publish, distribute, or give or permit access to any Development or any Improvement to any third party without Assignee's express prior written consent; (iv) to the best of Assignor's knowledge, none of the Assigned Property infringes or misappropriates any intellectual property right or intellectual property of any third party; and (v) none of the Developments and Improvements uses, includes, or is based on any property or property right of any third party other than those expressly disclosed in writing to Assignee in any invention disclosure form by an Assignor to Assignee.

7. Assignor hereby grants Assignee express power of attorney to undertake in the name and as agent of Assignor collectively such acts, make such statements, execute such documents, and give such testimony as necessary for Assignee to effect, perfect, protect, and/or defend all assignments, transfers, and conveyances of, and Assignee's sole ownership of, Assigned Property. In addition, Assignor shall provide assistance, including, without limitation, providing any information and documents, sign any documents and affidavits, provide any testimony, or render any other assistance, upon request of Assignee, as is reasonable and necessary for Assignee to effect, perfect, protect, and/or defend all assignments, transfers, and conveyances of, and Assignee's sole ownership of, Assigned Property.

8. This Assignment shall be governed by the law of California, without consideration of the conflict of laws rules that may result in the application of the law of any other jurisdiction. This Assignment shall be binding upon Assignor and Assignor's successors, heirs and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors, heirs and assigns.

The Parties have executed this Assignment as of the Effective Date.

Assignor:
Wavefront Technology, Inc.

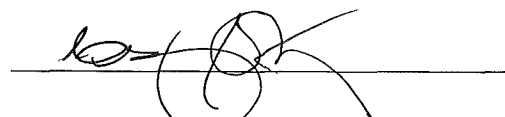


Name: Joel Petersen

Title: President

Date: 9/26/2012

Assignee:
RealD Inc.



Name: CRAIG GATARZ

Title: E.V.P. & GENERAL COUNSEL

Date: 10-23-12

Schedule 1

Inventions

RealD Docket No	Country	National Filing Date	Application No	Application Date	Patent No	Grant Date	Title	Status
95194936-267000	United States		61/289343	12/22/2009	Provisional		Polarization preserving projection screen with engineered pigment	Expired
95194936-267001	United States		12/977026	12/22/2010	8169699	5/1/2012	Polarization preserving projection screen with engineered pigment and method for making same	Granted
95194936-267002	PCT		PCT/US10/61944	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Expired
95194936-267003	European Patent Convention	6/22/2012	10843601.5	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Filed
95194936-267004	Brazil	6/25/2012	BR112012015479-6	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Filed
95194936-267005	India	7/3/2012	5897/DELNP/2012	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Filed
95194936-267006	China P.R.	8/21/2012	PCT/US10/61944	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Filed

95194936-267007	Canada	6/19/2012	PCT/US10/61944	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Filed
95194936-267008	Eurasian Patent Convention	7/23/2012	201200941	12/22/2010			Polarization preserving projection screen with engineered pigment and method for making same	Filed
95194936-267101	United States		13/457707	4/27/2012			Polarization preserving projection screen with engineered pigment and method for making same	Filed
95194936-268000	United States		61/289346	12/22/2010	Provisional		Polarization preserving projection screen with engineered particle	Expired
95194936-268001	United States		12/976986	12/22/2010	8194315	6/5/2012	Polarization preserving projection screen with engineered particle and method for making same	Granted
95194936-268002	PCT		PCT/US10/61939	12/22/2010			Polarization preserving projection screen with engineered particle and method for making same	Expired
95194936-268003	European Patent Convention	6/26/2012	10843600.7	12/22/2010			Polarization preserving projection screen with engineered particle and method for making same	Filed
95194936-268004	China P.R.	8/21/2012	PCT/US10/61939	12/22/2010			Polarization preserving projection screen with engineered particle and method for making same	Filed

95194936-268101	United States		13/488081	6/4/2012			Polarization preserving projection screen with engineered particle and method for making same	Filed
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Schedule 1 - 3