PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Panavision Imaging, LLC	12/18/2012

RECEIVING PARTY DATA

Name:	Dynamax Imaging, LLC
Street Address:	37 Coach Side Lane
City:	Pittsford
State/Country:	NEW YORK
Postal Code:	14534

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	6633029
Patent Number:	6590198
Patent Number:	7057150
Patent Number:	6084229
Patent Number:	6194770
Patent Number:	6232589
Patent Number:	6693270
Patent Number:	6965407
Patent Number:	6911639
Patent Number:	6818877
Patent Number:	7045758
Patent Number:	7616877
Patent Number:	7518646
Patent Number:	7122778
Patent Number:	7129461

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Patent Number:	7554067
Patent Number:	8169517
Patent Number:	8035711
Application Number:	12126347
Patent Number:	7903159

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	39380.0001
NAME OF SUBMITTER:	Janice Bowers, Paralagel

Total Attachments: 13
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("***Assignment***"), dated effective as of December 18, 2012 ("***Effective Date***"), is entered into between Panavision Imaging, LLC (the "***Seller***") and Dynamax Imaging, LLC (the "***Purchaser***"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement (as defined below).

BACKGROUND

WHEREAS, Seller, Panavision International, L.P. and Purchaser have entered into that certain Asset Purchase Agreement dated as of December 13, 2012 (the "***Purchase Agreement***"), pursuant to which Seller will sell to Purchaser the Purchased Assets;

WHEREAS, the Purchased Assets include, among other things, all of Seller's intellectual property rights, except as otherwise expressly excluded in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, Seller and Purchaser desire to enter into this Assignment to effectuate Seller's assignment of all of Seller's intellectual property rights to the Purchaser, subject to the terms and conditions set forth herein, and to the extent not otherwise assigned pursuant to that certain Patent Assignment and Trademark Assignment of even date herewith.

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1.1. Assignment. Subject to the terms and conditions of this Assignment and the Purchase Agreement, Seller hereby assigns and agrees to assign to the Purchaser, all of Seller's intellectual property rights (except as otherwise expressly excluded in the Purchase Agreement and to the extent not otherwise assigned pursuant to that certain Patent Assignment and Trademark Assignment of even date herewith), including without limitation all patent rights, copyrights and trademarks, in and to the inventions, discoveries, ideas, processes, works of authorship, software, code, writings, drawings, logos, developments, concepts, improvements, and all derivatives thereof, whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, authored, reduced to practice, or conceived by Seller, in whole or in part, either solely or jointly with others and regardless of when first created, authored, or reduced to practice. The intellectual property rights identified in this 1.1 are further described in **Exhibit A** attached hereto and are referred to herein as the "***Assigned IP***."

1.2. Further Acknowledgments.

(a) Purchaser acknowledges that Seller's assignment of rights under U.S. Patent Nos. 6,818,877, 6,663,029, 6,590,198 and 7,057,150 (collectively, the "***Subject Patents***") is subject to Purchaser assuming all the rights, covenants, releases, obligations and remedies as assignee of the Subject Patents under the Patent License and Release Agreement, effective as of September 19, 2012 between Panavision Imaging, LLC and OmniVision Technologies (the "***OmniVision Agreement***"), the Settlement and Release Agreement, dated as March 20, 2012 by and between Panavision Imaging, LLC and Micron Technology, Inc., Aptina, LLC and Aptina Imaging Corporation (the "***Micron-Aptina Agreement***") and the Settlement Agreement, effective as August 31, 2012 by and between Panavision Imaging, LLC, on the one hand, and Canon U.S.A., Inc. and Canon Inc., on the other hand (the "***Canon Agreement***", together with the OmniVision Agreement and the Micron-Aptina Agreement, the "***Settlement and Release Agreements***"). Purchaser hereby assumes all such rights, covenants, releases, obligations and remedies as assignee of the Subject Patents under the Settlement and Release Agreements.

(b) Purchaser acknowledges that Seller's assignment of rights under the Panavision's CMOS Patents (as defined in the Sony License Agreement below) is subject to Purchaser assuming all the rights, covenants, releases, obligations and remedies as assignee of Panavision's CMOS Patents under the Patent License Agreement between Panavision Imaging, LLC and Sony Corporation, effective as of January 21, 2009, as amended by the First Amendment, effective as of February 7, 2011 ("***Sony License Agreement***"). Purchaser hereby assumes all such rights, covenants, releases, obligations and remedies as assignee of Panavision's CMOS Patents under the Sony License Agreement.

(c) Purchaser acknowledges that Seller's assignment of the intellectual property rights associated with the Primary Imager (as such term is defined in the AFP License Agreement below) is subject to Purchaser assuming all the rights, covenants, releases, obligations and remedies as assignee of such intellectual property rights under the License Agreement, dated as of July 24, 1998 by and between AFP Imaging Corporation and Photon Vision Systems LLC, as amended by the First Amendment to License Agreement, dated as of June 3, 2008 between Panavision Imaging, LLC and AFP Imaging Corporation ("***AFP License Agreement***"). Purchaser hereby assumes all such rights, covenants, releases, obligations and remedies as assignee of intellectual property rights associated with the Primary Imager under the AFP License Agreement.

(d) Purchaser acknowledges that Seller's assignment of the intellectual property rights associated with the Primary Imager (as such term is defined in the Datacolor License Agreement below) is subject to Purchaser assuming all the rights, covenants, releases, obligations and remedies as assignee of such intellectual property rights under the License Agreement, dated as of January 21, 1998 by and between Applied Color Systems, Inc. d/b/a Datacolor International and Photon Vision Systems LLC ("***Datacolor License Agreement***"). Purchaser hereby assumes all such

rights, covenants, releases, obligations and remedies as assignee of intellectual property rights associated with the Primary Imager under the Datacolor License Agreement.

(*Signatures on following page.*)

IN WITNESS WHEREOF, the parties have hereby executed and delivered this Assignment as of the Effective Date.

SELLER:

PANAVISION IMAGING, LLC

By: _____
Name: DERRICK BOSTON
Title: PRESIDENT + CEO

PURCHASER:

DYNAMAX IMAGING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have hereby executed and delivered this Assignment as of the Effective Date.

SELLER:

PANAVISION IMAGING, LLC

By:_____
Name:_____
Title:_____

PURCHASER:

DYNAMAX IMAGING, LLC

By:_____
Name: Liang "Jim" Jan
Title: President + CEO

Exhibit A
Assigned IP

"***Assigned IP***" means all of the following owned by Seller (except as otherwise expressly excluded in the Purchase Agreement) in the United States, and, to the extent possible, any other jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents (including utility patents and design patents) and applications therefor and all reissues, divisions, revisions, renewals, extensions, reexaminations, provisionals, continuations and continuations in-part thereof (collectively, "***Patents***"); (b) all trade names and trade dress, logos, common law trademarks and service marks indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise), all domain names, all registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith (collectively, "***Trademarks***"); (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith (collectively, "***Copyrights***"), (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secret rights and corresponding rights in confidential and proprietary information and other non-public information (whether or not patentable), including but not limited to, inventions, invention disclosures, improvements, know how, technology, manufacturing and production processes and techniques, testing information, research and development information, unpatented blueprints, drawings, specifications, plans, proposals and technical data, business and marketing plans, market surveys, market know how and customer lists and information (collectively, "***Trade Secrets***"), (f) all computer software and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed (collectively, "***Software***"), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

PATENT ASSIGNMENT

WHEREAS, this Patent Assignment, dated as of December 18, 2012 is entered into in connection with that certain Asset Purchase Agreement dated as of December 13, 2012 (the "***Purchase Agreement***") by and among Panavision Imaging, LLC, a Delaware limited liability company ("***Assignor***"), Panavision International, L.P., a Delaware limited partnership, and Dynamax Imaging, LLC, a Delaware limited liability company ("***Assignee***"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement.

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, for itself and its successor, transferees, and assignees, the following:

2. All of the right, title, and interest of Assignor in all inventions and improvements ("***Subject Matter***") that are disclosed in the following letters patents ("***Assigned Patents***"):

SEE ATTACHED SCHEDULE A

and;

3. All of Assignor's right, title, and interest, if any, in and to:

(a) the Assigned Patents, including any right of priority; (b) any provisional division, continuation, substitute, renewal, reissue, and other applications related to the Subject Matter which have been or may be filed in the United States or elsewhere in the world; (c) any patents which may be granted in the applications set forth in (a) and (b) above; and (d) the right to sue and to recover for past infringement of any or all of any applications or patents issuing therefrom together with all rights to recover damages for infringement of provisional rights; the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which any letters patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor hereby requests that the Commissioner of Patent and Trademarks issue said letters patent of the United States to the Assignee, as the Assignee of the Assigned Patents and any letters patent to be issued thereon, for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment on this 18th day of December 2012.

ASSIGNOR:

PANAVISION IMAGING, LLC

By: _____
Name: DERRICK BOSTON
Title: PRESIDENT & CEO

Place of Execution: Woodland Hills, CA

ACKNOWLEDGED AND ACCEPTED this Patent Assignment from Assignor on this ____ day of December 2012.

ASSIGNEE:

DYNAMAX IMAGING, LLC

By: _____
Name:
Title:

Place of Execution: _____

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment on this ____ day of December 2012.

ASSIGNOR:

PANAVISION IMAGING, LLC

By: _____
Name:
Title:

Place of Execution: _____

18th **ACKNOWLEDGED AND ACCEPTED** this Patent Assignment from Assignor on this ____ day of December 2012.

ASSIGNEE:

DYNAMAX IMAGING, LLC

By: _____
Name: Liang "Jim" Tan
Title: President & CEO

Place of Execution: Rochester, NY

Schedule A
See Attachment

PATENTS	Jurisdiction	Patent or Publication Number	Application Date	Application Number
Scanning Imager Employing Multiple Chips with Staggered Pixels	AUSTRALIA	2007314388	28-May-2009	2007314388
Increasing the resolution of color sub-pixel arrays	AUSTRALIA	AU2011220758A1	23-Feb-2011	AU2011220758A
Variable active image area image sensor	AUSTRALIA	AU2011220563A1	24-Feb-2011	AU2011220563A
Image Sensor with ADC and CDS per Column	AUSTRALIA	2010235159	3-Oct-2011	2010235159
Scanning Imager Employing Multiple Chips with Staggered Pixels	AUSTRALIA	2006239987		
Scanning Imager Employing Multiple Chips with Staggered Pixels	CANADA	2667935.00	23-Oct-2007	CA2667935A
Image Sensor with ADC and CDS per Column	CANADA	2758275.00	8-Apr-2010	CA2758275
A CMOS Imaging Device	CHINA	CN1293863A	10-Mar-1999	ZL99804073.8
Video Bus for High Speed Multi-Resolution Imagers	CHINA	CN1184688C	24-Jan-2001	ZL01806748.4
Scanning Imager Employing Multiple Chips with Staggered Pixels	CHINA	CN101204080A	21-Apr-2006	200680022482.4.
Method and Apparatus For Controlling a Lens, and Camera Module Incorporating Same	CHINA	782,534		
Scanning Imager Employing Multiple Chips with Staggered Pixels	DENMARK	1,878,215	21-Apr-2006	6751003.2
Scanning Imager Employing Multiple Chips with Staggered Pixels	EUROPEAN	1,878,215	21-Apr-2006	6751003.2
Active Column Sensor	FRANCE	1,062,802	10-Mar-1999	99911334.3
Active Column Sensor	GERMANY	69911932.4	10-Mar-1999	99911334.3
Active Column Sensor	GERMANY	1,062,802		
Active Column Sensor	GREAT BRITAIN	1,062,802	10-Mar-1999	99911334.3
Scanning Imager Employing Multiple Chips with Staggered Pixels	GREAT BRITAIN	1,878,215	21-Apr-2006	6751003.2
A CMOS (Complimentary Metals Oxide Semiconductor) Imaging Device	INDIA	193,676	10-Mar-1999	00337/MUMNP/00
A CMOS Imaging Device	ISRAEL	137,832	10-Mar-99	137832
A CMOS (Complimentary Metals Oxide Semiconductor) Imaging Device	JAPAN	4,388,696	10-Mar-1999	2000-537367
Method and Apparatus For Controlling a Lens, and Camera Module Incorporating Same	JAPAN	JP05027661B2	22-Aug-2005	JP2007530099A
Method And Apparatus For Controlling Focus Lens, Zoom Lens, Stabilization, Flash And Camera Module Incorporating Same	JAPAN	4,417,556		
Scanning Imager Employing Multiple Chips with Staggered Pixels	JAPAN	4,478,730		
Scanning Imager Employing Multiple Chips with Staggered Pixels	JAPAN	4,910,050		
Method and Apparatus For Controlling a Lens, and Camera Module Incorporating Same	KOREA	KR924179B1	26-Mar-2007	10-2007-7006885A
Scanning Imager Employing Multiple Chips with Staggered Pixels	KOREA	1,006,813	13-Nov-2007	KR20077026336A

Active Linear Sensor	SINGAPORE	75,662	6-Sep-2000	200005070.8
A CMOS Imaging Device	SOUTH KOREA	549,385	8-Sep-2000	2000-7010001
Video Bus for High Speed Multi-Resolution Imagers	TAIWAN	90101651	29-Jan-2001	90101651
Scanning Imager Employing Multiple Chips with Staggered Pixels	TAIWAN	I-318842	21-Apr-2006	TW2006114433A
Scanning Imager Employing Multiple Chips with Staggered Pixels	TAIWAN	96140820	23-Oct-2007	TW2007140820A
Video Bus for High Speed Multi-Resolution Imagers and Method Thereof	TAIWAN	I-58588		
A CMOS (Complimentary Metals Oxide Semiconductor) Imaging Device	US	6,084,229	16-Mar-1998	09/039835
Photo receptor with reduced noise	US	6,194,770	16-Mar-1998	09/039833
Single polysilicon CMOS pixel with extended dynamic range	US	6,232,589	19-Jan-1999	09/233310
Current Mode Analog Signal Multiplexing Bus and Method Thereof	US	6,693,270	26-Oct-2001	10/016147
Image Sensor with ADC and CDS per Column	US	6,965,407	25-Mar-2002	10/106399
CMOS System for Capturing an Image and Method Thereof	US	6,911,639	7-May-2002	10/141008
Pre-Charging a Wide Analog Bus for CMOS Image Sensors	US	6,818,877	17-May-2002	10/151220
Scanning Imager Employing Multiple Chips with Staggered Pixels	US	7,045,758	21-Apr-2005	11/111334
Method and Apparatus For Controlling Focus Lens, Zoom Lens, Stabilization, Flash and Camera Module Incorporating Same	US	7,616,877	22-Aug-2005	11/210022
Image Sensor with ADC and CDS per Column	US	7,518,646	20-Sep-2005	11/230385
Scanning Imager Employing Multiple Chips with Staggered Pixels	US	7,122,778	17-Feb-2006	11/356199
Scanning Imager Employing Multiple Chips with Staggered Pixels	US	7,129,461	16-May-2006	11/434666
Scanning imager employing multiple chips with staggered pixels	US	7,554,067	30-Oct-2006	11/589357
Image Sensor with ADC and CDS per Column with Oversampling	US	8,169,517	16-Oct-2007	11/974813
Sub-Pixel Array Optical Sensor	US	8,035,711	22-May-2008	12/125466
Color Pixel Pattern Scheme for High Dynamic Range Optical Sensor	US		23-May-2008	12/126347
Image Sensor with ADC and CDS per Column	US	7,903,159	10-Apr-2009	12/421948
Method and Apparatus For Controlling a Lens, and Camera Module Incorporating Same	WO	WO2006026317A2	22-Aug-2005	PCT/US2005/030159
Increasing the resolution of color sub-pixel arrays	WO	WO2011106461A1	23-Feb-2011	PCT/US2011/025965
Variable Active Image Area Image Sensor	WO	WO2011106568A1	24-Feb-2011	PCT/US2011/026133