503123196 01/05/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3169804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ECLIPSE VIDEO TECHNOLOGY, INC.	06/06/2006

RECEIVING PARTY DATA

Name:	EDDIE E. ALLEN	
Street Address:	2910 DUBLIN ROAD	
City:	STREET	
State/Country:	MARYLAND	
Postal Code:	21154	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14257052

CORRESPONDENCE DATA

Fax Number: (406)294-9002

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4062949000

Email: toni@teaselaw.com

Correspondent Name: ANTOINETTE M. TEASE

Address Line 1: PO BOX 51016

Address Line 4: BILLINGS, MONTANA 59105

NAME OF SUBMITTER:	ANTOINETTE M. TEASE	
SIGNATURE:	/Antoinette M. Tease/	
DATE SIGNED:	01/05/2015	

Total Attachments: 4

source=Assign2EclipsetoEddie#page1.tif source=Assign2EclipsetoEddie#page2.tif source=Assign2EclipsetoEddie#page3.tif source=Assign2EclipsetoEddie#page4.tif

PATENT 503123196 REEL: 034635 FRAME: 0434

PATENT ASSIGNMENT, TECHNOLOGY TRANSFER, AND MEMBERSHIP WITHDRAWAL AGREEMENT

This Patent Assignment, Technology Transfer and Membership Withdrawal Agreement is made this 6th day of June, 2006 by and between Eclipse Video Technology, Inc. ("Assignor"), Eddie E. Alien ("Allen") ("Assignee") and Thomas Strade ("Strade"):

WHEREAS, Allen and Strade are equal 50% members of Assignor, have executed an Operating Agreement dated in June of 2003, and Strade has been the Managing Member; and

WHEREAS, Assignor is the owner of U.S. Patent Application Serial No. 10/913,744 entitled "Method and Apparatus for Increasing Effective Contrast Ratio and Brightness Yields for Digital Light Valve Image Projectors" and related Patent Cooperation Treaty, divisionals, extensions, continuations in part and other applications related to or based upon the invention described therein (the "Patent Application"); and

WHEREAS, Allen and Strade disagree as to the operation of the Assignor and the prosecution of the Patent Application, and desire to resolve those disputes by transferring the Patent Application and related Technology (defined below) to Allen in exchange for certain promises and payments between them, and for Allen to withdraw as a member of the Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

Payments.

- (a) Allen shall pay Assignor \$10,000 as follows: Allen shall pay \$10,000 into the IOLTA Escrow Account of Bowie & Jensen, LLC (the "Escrow Agent"). Upon Escrow Agent's receipt of the fully executed Patent Assignment (attached and incorporated herein as Exhibit A) (hereafter, the "Patent Assignment"), Escrow Agent shall disburse the payment to Eclipse.
- (b) In connection with PCT/US2004/025488, should Allen desire to enter PCT national phase in People's Republic of China (PRC), Allen will work directly with Basch & Nickerson LLP or any other firm Allen sees fit, to file such request, and the fee and service arrangement will be independent of the existing fee agreement, and will be negotiated directly among Allen and Basch & Nickerson LLP or any other firm Allen sees fit. Once entry into national phase has been made, Allen will provide written verification to Eclipse and/or Basch and Nickerson LLP. If PCT/US2004/025488 successfully enters national phases in the People's Republic of China, then Allen shall also pay Eclipse an additional \$15,000 (U.S.).
- (c) Allen shall satisfy current billing of Basch & Nickerson LLP and provide a release or other evidence of satisfaction of all fee claims of Basch & Nickerson LLP. It is understood that this payment shall be deemed to have been first contributed to the capital of Assignor, and then paid by Assignor to Basch & Nickerson LLP.
- 2. Patent and Technology Assignment. Assignor hereby assigns and conveys all of its rights, title and interest in and to the Patent Application, and in and to all trade secrets, copyrights, trademarks and other proprietary rights and know how related to the invention described in the Patent Application (the "Technology") to Assignce. The Patent Assignment shall be transmitted to the Escrow Agent. The Escrow Agent may not file or cause to be filed the Patent Assignment in the Patent and Trademark Office unless and until Allen has satisfied his obligations under sections 1(a) and 1(c).

. Page I (6/6/2006)

PATENT REEL: 01778AFEAME: 0696

- Patent prosecution. Allen will assume responsibility and all costs for prosecuting the Patent Application, PCT/US2004/025488, and any other family filings (US and foreign) through issuance.
- 4. Appointment of attorney in fact. Assignor hereby appoints the Assignee as its due and lawful attorney in fact to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other acts as Assignor lawfully may, that may be deemed necessary by Assignee, its successors, assigns and nominees, fully to secure Assignee's interest as aforesaid and to obtain or maintain its rights in the Patent Application and the Technology, such appointment being coupled with an interest and irrevocable.
- S. Representations and warranties. Assignor and Strade individually, hereby represent and warrant to Assignee that: (a) the execution and performance of this Agreement by the Assignor and Strade, and the assignments and conveyances described herein, shall not violate any contract or other obligation with a third party, including but not limited to yet2.com; (b) no third party has or may claim any rights in the Patent Application or the Technology other than the Assignor; (c) the Patent Application and Technology are free and clear of all liens and encumbrances and Assignee shall receive good and merchantable title thereto; (d) to Assignor's and Strade's best knowledge, information and belief, Assignee is not personally liable for any of the liabilities or obligations of Assignor, no transactions outside of the ordinary course of business of Assignor have been taken since November 1, 2005, and Assignor currently has either no income, or losses, for tax purposes; and (e) upon the assignment of the Patent Application and Technology herein, Assignee shall be the sole and exclusive owner of the Patent Application and Technology.
- 6. Release. Except for the obligations contained in this Agreement and in the Patent Assignment, and subject to Assignor's and Strade's materially accurate and truthful representations and warranties above: Strade and Assignor as parties of the first part, and Assignee, as party of the second part, hereby releases and discharges the other from and against any and all claims, expenses, demands, and other liabilities and obligations they may owe to the other, whether jointly, severally or jointly and severally, from the beginning of time until the effective date hereof.
- Assignee hereby withdraws as a member of the Assignor, and agrees that all payments made by Assignee to Assignee shall be deemed to have been paid to Assignor immediately after Assignee's withdrawal, such that Assignee shall not have any right to any distribution of such payments into Assignor. If any income is attributable to Assignee on account of Assignee's ownership of its interest in the Assignor, Assignor and Strade shall distribute to Assignee, not later than April 10, 2007, 40% of the amount thereof. Assignor and Strade hereby agree to indemnify and defend Assignee from and against any and all claims, liabilities or obligations related to the operation of the Assignor subsequent to the effective date of Assignee's withdrawal as a Member in the Assignor.
- 8. Authorization of transaction. To the exient required by the Assignor's Operating Agreement, Assignee hereby consents to and authorizes Strade, as Managing Member, to execute and deliver this Agreement and to other perform and complete the transactions evidenced hereby.

IN WITNESS WHEREOF, the parties have signed their names on the day and year set forth above.

Page 2 (6/6/2006)

PATENT REEL: 017789 FRAME: 0697

ASSIGNOR:

Eclipse Video Technology, Inc.

ASSIGNEE/Member of Assignor: Eddie E. Allen

THOMAS STRADE:

Page 3 (6/6/2006)

REEL: 0177894 TENTE: 0698

ASSIGNMENT OF PATENT APPLICATION

Eclipse Video Technology, Inc. ("Assignor") and Eddie E. Allen ("Allen") ("Assignee") agree as follows:

- Assignor has agreed to assign and transfer and does hereby assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to U.S. Patent Application Serial No. 10/913,744 entitled "Method and Apparatus for Increasing Effective Contrast Ratio and Brightness Yields for Digital Light Valve Image Projectors," (the "Application") and in and to division, continuation or continuation-in-part, of said application, and in any and to any and all Letters Patent and reissues and extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent in foreign countries in the Assignee's own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted on any of the foregoing to be held and enjoyed as fully and exclusively as they would have been by us had this assignment and transfer not been made. Assignor has not made an investigation into the patentability of the invention disclosed in the Patent Application, and including further all rights to enforce, sue on, collect damages and royalties arising from the infringement or use of said invention described in or embodied by said Application, from the beginning of time until the present.
- 2. Assignor does further agree to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other acts as Assignor lawfully may, that may be deemed necessary by Assignee, its successors, assigns and nominees, fully to secure Assignee's interest as aforesaid and to obtain or maintain Letters Patent in any and all countries.
- 3. And Assignor does hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of the said applications, to Assignee, as the assignee of the entire interest therein.

IN WITNESS WHEREOF, the parties have signed their names on the day and year set forth above.

ASSIGNOR:

Eclipse Video Technology, Inc.

ASSIGNEE:

Eddie E. Allen

By SE

Strings, Managing Member

(SEAL) Eddi E. Cala

Page 4 (6/6/2006)

(SEAL)

RECORDED: 06/15/2006

RECORDED: 01/05/2015

PATENT REEL: 017783 FEATE: 0699