

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3183333

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MO2, LLC	02/11/2013
RECEIVING PARTY DATA		
Name:	MO2, LLC FOR THE BENEFIT OF REARDEN, LLC	
Street Address:	355 BRYANT STREET, SUITE 110	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94107	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7633521
CORRESPONDENCE DATA		
Fax Number:	(408)720-8383	
<i>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.</i>		
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ATTORNEY DOCKET NUMBER:	6181P309	
NAME OF SUBMITTER:	THOMAS C. WEBSTER, REG. NO. 46,154	
SIGNATURE:	/Thomas C. Webster/	
DATE SIGNED:	01/14/2015	
Total Attachments: 56		
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STATEMENT OF INTEREST

Greg LaSalle, in his full-time capacity as General Manager for Rearden LLC ("Rearden"), on November 9, 2012 formed MO2 LLC for the benefit of Rearden, as a vehicle to acquire and transfer assets of OL2 LLC related to performance motion capture and motion facial and surface capture technology (the "Mova Transaction"). The assets included a patent portfolio related to performance motion capture and motion facial and surface capture technology. (See Exhibit A-2 of Membership Interest and Asset Purchase and Sale Agreement, attached herewith as **Exhibit 1**). The instant patent/application is included in the list of patents/applications transferred by the Agreement. (*Id.*)

Beyond Mr. LaSalle's fiduciary obligations to Rearden as the senior manager responsible for Rearden's performance motion capture and motion and surface capture business, Mr. LaSalle's Rearden employment agreement explicitly identifies "performance motion capture" and "motion, facial and surface capture technology and related human and non-human 2D and 3D rendering and animation technologies" as Rearden's business, and explicitly asserts Mr. LaSalle's obligation to assign to Rearden "any and all rights, title and interest" he may "have or acquire" in such technology. (See LaSalle Offer of Employment by Rearden, LLC, with irrelevant portions redacted, attached as **Exhibit 2**). Mr. LaSalle's employment agreement also explicitly states it "cannot be changed except in writing signed by both" Rearden and Mr. LaSalle. (*Id.*) During the term of Mr. LaSalle's employment, no employment modification documents were ever signed by either party. As such, the terms of Mr. LaSalle's agreement remained in full force and unmodified for the term of his employment, and his ongoing obligations remained in full force after his termination.

Per standard practice in asset transactions for its benefit, Rearden took financial responsibility from the outset for the legal fees related to the Mova Transaction, including for setting up MO2 LLC on November 11, 2012 (See MO2, Limited Liability Company Record, attached as **Exhibit 3**) and for counsel drafting and negotiating the terms of the asset transfer agreement. During this time, Mr. LaSalle not only received his full-time salary and benefits from Rearden, but each month filed Rearden expense reports and received Rearden reimbursement for his home Internet and mobile phone expenses to enable Mr. LaSalle to conduct his Rearden work from his home in San Mateo, CA, including acting as an agent for MO2 LLC (*Id.*) in the Mova Transaction. Further, Mr. LaSalle filed Rearden expense reports and received Rearden reimbursement for his costs (e.g., truck rental, mileage) specifically for the purpose of transporting the Mova Transaction physical assets, which include technology embodying the instant patent/application.

Mr. LaSalle negotiated the Mova Transaction over a period of several months under the close supervision and direction of Rearden, culminating in Mr. LaSalle providing Rearden with a list of assets to be transferred—including notes regarding which assets, such as patents, required maintenance such as fees or responses to office actions—as well as the final asset transfer terms, just before proceeding with the Mova Transaction, which Mr. LaSalle concluded thereafter on Rearden's behalf on February 11, 2013. (See **Exhibit 1**.)

Shortly after concluding the Mova Transaction, Mr. LaSalle failed to report to work and was only sporadically reachable, but continued to collect his full-time salary and benefits from Rearden. After several weeks of efforts to reach Mr. LaSalle, Rearden's counsel finally reached Mr. LaSalle, who referred Rearden's counsel to his counsel.

On April 19, 2013, Rearden Mova LLC for the benefit of Rearden LLC was formed (See **Exhibit 4**), and the assets of MO2 LLC for the benefit of Rearden LLC were meant to be transferred to Rearden Mova LLC for the benefit of Rearden LLC. Shortly thereafter, Mr. LaSalle was terminated from Rearden.

Upon information and belief, Mr. LaSalle took personal possession of the Mova Transaction physical assets embodying the instant patent/application that he had transported at Rearden's expense. Mr. LaSalle never made any effort whatsoever to maintain the Mova Transaction patents, either before or after termination. However, Rearden Mova LLC for the benefit of Rearden LLC has continued to maintain the Mova Transaction patent assets, many of which, as noted in Mr. LaSalle's report to Rearden just prior to the Mova Transaction, would have expired.

Dated: 1/14/15



Stephen G. Perlman

Rearden Mova, LLC for the benefit of Rearden, LLC

EXHIBIT 1

MEMBERSHIP INTEREST AND ASSET PURCHASE AND SALE AGREEMENT

This MEMBERSHIP INTEREST AND ASSET PURCHASE AND SALE AGREEMENT (this "*Agreement*") is entered into as of February 11, 2013, by and between MO2, LLC, a California limited liability company, (the "*Buyer*") and OL2, Inc. (the "*Seller*"). The Buyer and the Seller are referred to collectively herein as the "*Parties*."

RECITALS

A. The Seller is the sole member of and owns 100% of the membership interest (the "*Mova LLC Interest*") in Mova, LLC, a California limited liability company ("*Mova*" or the "*Company*").

B. Mova has developed motion capture technology and provides reality capture services and motion capture for motion picture and video game production (the "*Business*").

C. In addition to the Mova LLC Interest, the Seller may own or have rights with respect to certain other assets directly related to the Business.

D. This Agreement contemplates a transaction in which the Seller will sell and assign to the Buyer, and the Buyer will purchase and assume from the Seller, subject to the terms, conditions and limitations set forth herein, the Seller's entire right, title and interest in and to the Mova LLC Interest and the other Purchased Mova Property (as defined below) and the Buyer will license to the Seller certain rights with respect to the Mova Intellectual Property (as defined below), all on the terms and subject to the provision of this Agreement. The transactions hereunder are sometimes referred to, collectively, as the "*Transactions*."

Now, therefore, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I

PURCHASE AND SALE, CONSIDERATION AND RELATED MATTERS

Section 1.01 Purchase and Sale. Subject to and upon the terms and conditions of this Agreement, the Seller shall sell, assign, convey, transfer and deliver to the Buyer, and the Buyer, shall purchase, accept and assume from the Seller all of the Seller's right, title and interest in, to and under all of the following (collectively, the "*Purchased Mova Property*"):

(a) the Mova LLC Interest;

(b) trademarks and trade names listed on Exhibit A-1, patents listed on Exhibit A-2, and Internet domain names, as listed on Exhibit A-3, and other intellectual property including any and all related source code, and URL addresses and all content in electronic and other forms with respect to the Company's Internet web sites, in each case directly related to the Business, whether or not explicitly list on an Exhibit to this Agreement (collectively, the "*Mova Intellectual Property*"); and

(c) motion capture equipment, electronics, computers, production materials, theatrical equipment, data and software used in the motion capture recording and video production and editing business, in each case directly related to the Business (the “*Mova Production Assets*”) (see Exhibit A-4 for physical assets such as electronics).

Section 1.02 Consideration.

(a) Cash Purchase Price: At the Closing (as defined below) the Buyer shall pay to the Seller One Dollar (\$1.00) (the “*Cash Purchase Price*”).

(b) Assumption of Liabilities. At the Closing (as defined below) the Buyer shall assume all liabilities, debts and obligations of the Seller of whatever kind or nature, whether known or unknown or contingent, whether liquidated or unliquidated (“*Liabilities*”) arising under or in connection with or related to any and all of the Purchased Mova Property (collectively, the “*Assumed Liabilities*” and, together with the Cash Purchase Price, the “*Purchase Price*”) other than the Excluded Liabilities. The “*Excluded Liabilities*” means the following:

(i) all Liabilities arising with respect to claims by current or former employees, consultants or other agents of the Seller relating in any way to compensation, benefits, personal injuries, or termination or continuation of their employment or service with the Seller;

(ii) all Liabilities for taxes owed by the Seller with respect to any of the Purchased Mova Property or the Business for any period or partial period ending through the Closing Date; and

(iii) all Liabilities of the Seller owing to the Buyer incidental to or arising in connection with this Agreement or the Transactions.

Section 1.03 Liability for Sales and/or Use Tax. The Buyer shall hold the Seller harmless from any liability with respect to sales, use or other tax arising solely in connection with Buyer’s purchase of the Purchased Mova Assets, as well as any interest, penalties and attorney’s fees with respect to such taxes. For the avoidance of doubt, if, prior to the Closing, there have been any taxes based on the value of property assessed against any of the Purchased Mova Assets, the Seller is responsible for those taxes attributable to periods or partial periods ending on or prior to the Closing Date, and the Buyer will pay those taxes attributable to periods or partial periods after the Closing Date, with a daily allocation for any period that begins before Closing Date and ends on or after the Closing Date. Each Party agrees to cooperate with the other Party in paying or reimbursing tax obligations in accordance with this Section 1.03. Nothing in this Agreement makes a Party liable for the income or franchise taxes of the other Party.

Section 1.04 Closing. The consummation of the purchase and sale of the Purchased Movia Property and the other Transactions contemplated hereby (the "*Closing*") will take place on February __, 2013 (the "*Closing Date*"), or at such other time or date, as may be agreed to by the Parties.

Article II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer that the statements contained in this Section 2.01 are correct and complete as of the date of this Agreement and the Closing Date.

(a) *Organization and Good Standing.* The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and is duly qualified to conduct business and is in good standing under the laws of the State of California.

(b) *Authorization.* The Seller has all corporate power and corporate authority it requires to execute, deliver and perform its obligations under this Agreement. The Seller has obtained on or prior to the Closing Date all approvals from its directors and stockholders, and all other corporate approval, if any, necessary for the due and valid authorization of the Seller's execution, delivery and performance of this Agreement and the consummation by the Seller of the Transactions. The Seller has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Buyer, this Agreement is a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency, and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(c) *No Conflict.* The Seller's execution, delivery and performance of this Agreement and the consummation by the Seller of the Transactions do not conflict with or violate any provision of the Company's Restated Certificate of Incorporation or Bylaws.

(d) *Litigation.* To the Seller's knowledge, there is no pending action, order, writ, injunction, judgment or decree against the Seller that challenges or seeks to enjoin the validity of this Agreement or the Transactions.

(e) *Movia LLC Interest.* The Seller holds of record and owns beneficially all right, title and interest in and to the Movia LLC Interest, free and clear of any liens and any restrictions on transfer. The Seller is not a party to any agreement or understanding with respect to the voting of any membership interests of the Company. The Movia LLC Interest represents the Seller's entire interest in the Company.

(f) *No Broker.* The Seller has not entered into any agreement, arrangement or understanding with any person or entity (“*Person*”) that will or may result in the obligation to pay any broker’s commission, finder’s fee or other payment of like nature to any Person in connection with the consummation of the Transactions.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2.01, THE SELLER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PURCHASED MOVA PROPERTY AND THE BUSINESS, AND, WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN SECTION 2.01(e) WITH RESPECT TO THE MOVA LLC INTEREST, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE WITH RESPECT TO ANY OF THE PURCHASED MOVA PROPERTY.

Section 2.02 Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller that the statements contained in this Section 2.02 are correct and complete as of the date of this Agreement and the Closing Date.

(a) *Organization and Good Standing.* The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California, and is duly qualified to conduct business and is in good standing under the laws of the State of California.

(b) *Authorization.* The Buyer has all limited liability company power and authority it requires to execute, deliver and perform its obligations under this Agreement. The Buyer has obtained on or prior to the Closing Date all approvals from its members and directors, and all other limited liability company approvals, if any, necessary for the due and valid authorization of the Buyer’s execution, delivery and performance of this Agreement and the consummation by the Buyer of the Transactions. The Buyer has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Seller, this Agreement is a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency, and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(c) *No Conflict.* The Buyer’s execution, delivery and performance of this Agreement and the consummation by the Buyer of the Transactions do not conflict with or violate any provision of the Buyer’s limited liability company agreement or other organizational or charter documents.

(d) *Litigation.* To the Buyer’s knowledge, there is no pending action, order, writ, injunction, judgment or decree against the Buyer that challenges or seeks to enjoin the validity of this Agreement or the Transactions.

(e) *Due Diligence.* The Buyer has had full opportunity to conduct the due diligence and review that it deems necessary or prudent in connection with the Transactions and its acquisition of the Purchased Mova Property and is relying solely on the Buyer’s own conclusions in entering into this Agreement and consummating the Transactions. The Buyer is familiar with the Business and its operations. The Buyer

acknowledges it is in a better position than the Seller to reach a business determination regarding the benefits to the Buyer of the acquisition of the Purchased Mova Property, and the Seller has no responsibility or duty, and makes no representations or warranties, express or implied, with respect to the past, present or future performance of the Business or the value or suitability to the Buyer of any of the Purchased Mova Property. For purposes of any available exemption from the registration requirements under Section 5 of the Securities Act of 1933 and any state law registration requirements, the Buyer is purchasing the Mova LLC Interest to operate the Business and for investment purposes only and not with a view to distribution or resale. Except for the representations and warranties of the Seller expressly stated in this Agreement with respect to the Seller's ownership of the Mova LLC Interest, the Buyer acknowledges that the Seller makes no representations or warranties with respect to the Purchased Mova Property or the Business. Without limiting the foregoing:

(i) IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY STATED HEREIN, THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED MOVA PROPERTY OR THE BUSINESS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(ii) THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY STATED HEREIN, UPON CLOSING, THE SELLER SHALL SELL AND CONVEY TO THE BUYER AND THE BUYER SHALL ACCEPT THE PURCHASED MOVA PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." EXCEPT AS EXPRESSLY STATED HEREIN WITH RESPECT TO THE SELLER'S OWNERSHIP OF THE MOVA LLC INTEREST, THE BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED MOVA PROPERTY OR THE BUSINESS OR RELATING THERETO MADE OR FURNISHED BY THE SELLER, OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. THE BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT, EXCEPT AS EXPRESSLY STATED HEREIN, THE PURCHASED MOVA PROPERTY ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(iii) THE BUYER ACKNOWLEDGES TO THE SELLER THAT THE BUYER HAS HAD THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING DATE SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED MOVA PROPERTY AS THE BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED MOVA PROPERTY AND THE BUSINESS, AND THE BUYER'S ACQUISITION THEREOF. THE BUYER IS RELYING SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS WITH RESPECT TO THE TRANSACTIONS AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. THE BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS RELATING TO THE PHYSICAL CONDITION OF THE MOVA PRODUCTION ASSETS, INCLUDING, BUT NOT LIMITED TO,

LATENT OR PATENT DEFECTS, MAY NOT HAVE BEEN REVEALED BY THE BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS, AND UNDERPERFORMED OBLIGATIONS UNDER AND THE TERM AND CONDITIONS OF EACH MOVA CONTRACT.

(f) *No Broker.* The Buyer has not entered into any agreement, arrangement or understanding with any Person that will or may result in the obligation to pay any broker's commission, finder's fee or other payment of like nature to any Person in connection with the consummation of the Transactions.

Article III

LICENSE AND GRANT OF USAGE RIGHTS

Section 3.01 Material Inducement. The Parties acknowledge that it is a material inducement to the Seller to enter into the Transactions and accept the Purchase Price as consideration for the sale and assignment to the Buyer of the Purchased Mova Property that the Seller retains rights of usage and receives the License (as defined below) to the Mova Intellectual Property as set forth in and limited by this Article III.

Section 3.02 License. Subject to the limitation set forth in Section 3.03, the Buyer hereby grants to the Seller a non-exclusive, fully paid-up, royalty free, irrevocable worldwide right and license to exercise and otherwise exploit any and all of the Mova Intellectual Property, including, without limitation, the right to use, publish, perform, transmit, store, copy, reproduce, display, distribute and have distributed, make, have made, create derivative works and to practice any method in the exercise of the foregoing, by any manner and means now known or hereafter devised (the "*License*").

Section 3.03 Limitations.

(a) The License does not include any rights in or to any Mova Trademarks other than for use in connection with the identification of Mova products and services, including Mova Intellectual Property, used or exploited in the Seller's business.

(b) The Seller may not sublicense or transfer the License to any Person other than (i) to a wholly owned subsidiary of the Seller; (ii) to any successor of the Seller by merger or by operation of law; (iii) in connection with an acquisition (including an asset acquisition) from the Seller of a line business of the Seller for which the licensed Mova Intellectual Property is a component; or (iv) in connection with a corporate reorganization, corporate restructuring, change of form of organization, reincorporation, name change or similar such transaction of the Seller or any of the foregoing permitted sublicensees or transferees (each, a "*Permitted Transferee*"). For the avoidance of doubt, no sublicense or transfer of the License permitted hereunder shall expand the scope of the License, any Permitted Transferee shall take the License subject to the limitations in this Section 3.03 solely with respect to such Permitted Transferee, and the continued effectiveness of the License shall be subject to that Permitted Transferee's continued compliance with this section.

(c) The License shall be used by the Seller (or if applicable, a Permitted Transferee) only in connection with the service offering of the Seller's business and to

which the Purchased Mova Property relates, and for the avoidance of doubt, does not include any right of the Seller or any Permitted Transferee to exploit or use, in direct competition with the Buyer's Business, motion capture technology or reality capture services independent from any products or services offered from time to time by the Seller (or if applicable, a Permitted Transferee).

(d) Subject to the License, the Buyer shall have complete freedom of action with respect to the Mova Intellectual Property. Nothing contained in this Article III or otherwise shall be deemed or construed to require the Buyer to maintain the effectiveness or enforceability of any of the Mova Intellectual Property after the Closing, or to pursue any claims of any kind against any person with respect to any of the Mova Intellectual Property.

Section 3.04 Covenant Not to Sue. So long as the Seller (or as applicable, a Permitted Transferee) is in compliance with the License as set forth herein, the Buyer (including Buyer's successors and assigns) hereby covenants and agrees not to commence or maintain any suit or action at law or at equity and to refrain forever from instituting, presenting, collecting or in any way proceeding upon, directly or indirectly, any action in law or equity, in arbitration or in any other forum whatsoever, against the Seller, a Permitted Transferee or any of their respective officers, directors, shareholders or agents, on account of any claim, demand, damage, action, cause of action or suit arising directly or indirectly from and infringement or similar claim with respect to any of the Mova Intellectual Property. For clarity, Buyer understands and agrees that the Covenant Not to Sue applies separately to Seller and a Permitted Transferee; by way of example, if Seller is in compliance with the License but a Permitted Transferee is not in compliance, Buyer agrees that it may not proceed in any manner (as described above in lines 3 through 6 of this Section) against Seller.

Article IV

CERTAIN COVENANTS; INDEMNITIES

Section 4.01 General. If at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement or the Transactions, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as the other Party may reasonably request, all at the sole cost and expense of the requesting Party.

Section 4.02 Access to Records. From and after the Closing, the Buyer and its representatives shall be allowed, upon reasonable request and prior notice to the Seller, to inspect and copy at its expense the business records and accounts in the possession of the Seller directly pertaining to (a) the Mova Contracts, (b) the Mova LLC Interest, or (c) the Business. The Seller agrees not to destroy or abandon any such business records or accounts for a period of one (1) year following the Closing Date.

Section 4.03 Customer Transition. The Seller will not knowingly take any action that is designed or intended to have the effect of discouraging any customer or supplier of the Company from maintaining the same business relationships with the Company after the Closing

as it maintained with the Company prior to the Closing. The Seller will refer all customer inquiries relating to the businesses of the Company to the Company from and after the Closing.

Section 4.04 Domain Names. The Seller agrees to cooperate with the reasonable requests of the Buyer to effect the formal transfer to the Company of domain names relating to the Business in accordance with the domain name transfer procedure of NSI located at the InterNIC Registration Services Web site.

Section 4.05 Indemnity. The Buyer hereby agrees to indemnify, defend and hold the Seller harmless from and against any and all loss, liability, damage, cause of action, suit, claim, demand, cost or expense, including the reasonable attorneys' fees and other legal costs and expenses ("Loss") arising after the Closing:

- (a) with respect to any of the Mova Intellectual Property other than any Loss arising as a direct result of the Seller's own use of the Mova Intellectual Property pursuant to the License;
- (b) as a result of a material breach by the Buyer of any covenant, or the material inaccuracy or untruth of any representation or warranty of the Buyer made herein;
- (c) from the Buyer's or its predecessor's or any successor's in interest's sale or use of the Purchased Mova Property or products derived therefrom, or the Business, after Closing; and
- (d) from the Buyer's or its predecessor's or any successor's in interest's failure after the Closing to perform or to satisfy any of the other Assumed Liabilities.

The foregoing indemnification is in addition to and not in derogation of, any statutory, equitable or common law remedy that the Seller may have with respect to the Transactions.

Section 4.06 No Indemnification by the Seller. The Seller is selling to the Buyer the Purchased Mova Property subject to Section 2.02(e) hereof and does not agree to defend, indemnify or hold harmless the Buyer, any parent, subsidiary or affiliate of the Buyer or any other Person from or against or in respect of any Loss that arises out of or results from the Transactions.

Article V

DISPUTE RESOLUTION

Section 5.01 General. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or the Transactions, shall be settled first, by good faith efforts of the Parties to reach mutual agreement as set forth below.

Section 5.02 Initial Resolution. A Party that wishes to initiate the dispute resolution process shall send written notice to the other Party with a summary of the controversy and a request to initiate these dispute resolution procedures. Each Party shall appoint a knowledgeable, responsible representative who has the authority to settle the dispute, to meet

and negotiate in good faith to resolve the dispute. The discussions shall be left to the discretion of the representatives, who may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described above or in any lawsuit pursuant to Rule 408 of the Federal Rules of Evidence. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit. The Parties agree to pursue resolution under this subsection for a minimum of sixty (60) days before initiating an action in the appropriate jurisdiction; *provided*, that each Party reserves the right to pursue and defend its rights in court or other appropriate proceeding after such sixty (60) day period. The foregoing notwithstanding, each Party shall have the right to seek injunctive relief in an applicable court of law or equity pending resolution of the dispute in accordance with the foregoing.

Section 5.03 Jury Trial Waiver; Judicial Reference. EACH PARTY HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENT TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

Section 5.04 Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with its specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter in addition to any other remedy to which they may be entitled, at law or in equity.

Section 5.05 Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees (including without limitation costs, expenses and fees on any appeal). The prevailing Party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

Article VI MISCELLANEOUS

Section 6.01 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to the Seller:

OL2, Inc.
1091 N. Shoreline Blvd., Suite 100
Mountain View, CA 94303
Attn: Eve Saltman, VP, General Counsel and Secretary

If to the Buyer:

MO2, LLC
228 Del Rosa Way
San Mateo, CA 94403
Attn. Greg LaSalle

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Section 6.02 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by the Seller and the Buyer. The observance of any term or provision of this Agreement may be waived only by a writing signed by the party to be bound by such waiver.

Section 6.03 No Third Party Beneficiaries. Except as otherwise provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any Person, other than the Parties, any rights, benefits or remedies under or by reason of this Agreement or the Transactions.

Section 6.04 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the Parties hereto and their respective successors and permitted assigns. If this Agreement is set aside or determined to be void or invalid by a court of competent jurisdiction through no fault or cause of the Seller, the Buyer

agrees that the Seller shall have no responsibility or liability of any kind or nature whatsoever, including without limitation direct, indirect or consequential damages.

Section 6.05 Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement and its exhibits and schedules (whether arising in contract, tort, equity or otherwise).

Section 6.06 No Joint Venture. Nothing in this Agreement creates a joint venture or partnership between the Parties. This Agreement does not authorize any Party (a) to bind or commit, or to act as an agent, employee or legal representative of, the other Party, or (b) to have the power to control the activities and operations of the other Party. The Parties are independent contractors with respect to each other under this Agreement. Each Party agrees not to hold itself out as having any authority or relationship contrary to this Section 6.06.

Section 6.07 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

Section 6.08 Expenses. Each Party will pay its own professional fees and other expenses incurred by it in connection with the negotiation and preparation of this Agreement and the consummation of the Transactions.

Section 6.09 Entire Agreement. This Agreement, the exhibits and schedules hereto (which are incorporated herein by reference) constitute the entire agreement and understanding between the Parties and there are no agreements or commitments with respect to the Transactions contemplated herein except as set forth herein and therein. This Agreement supersedes any prior offer, agreement or understanding between the Parties with respect to the Transactions.

Section 6.10 Construction of Agreement.

(a) Where this Agreement states that a Party “will” or “shall” perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with this Agreement.

(b) This Agreement is the product of a negotiation and shall not be construed against any Party because of its involvement in its preparation.

(c) Any reference in this Agreement to the singular includes the plural where appropriate. Any reference in this Agreement to the masculine, feminine or neuter gender includes the other genders where appropriate. The captions, titles and headings, and table of contents, included in this Agreement are for convenience only, and do not affect this Agreement’s construction or interpretation.

(d) The words “including,” “includes,” or “include” are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as “without limitation” or “but not limited to” are used in each instance.

Section 6.11 Public Disclosure. The Parties will consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement or the Transactions. Neither Party will issue any press release or make any other public statement prior to obtaining the written consent of other Party except to the extent such disclosure is required by applicable law.

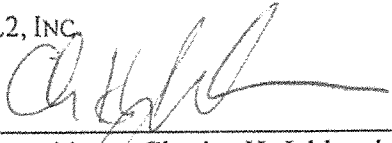
Section 6.12 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party’s signature(s) is as effective as signing and delivering the counterpart in person.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

SELLER:

OL2, INC.

By 
Name: Charles H. Jablonski
Title: CEO

BUYER:

MO2, LLC

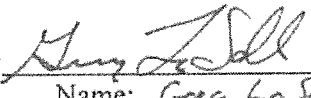
By 
Name: Greg LaSalle
Title: President

EXHIBIT A-1

MOVA TRADEMARKS¹

¹ “Mova Trademarks” refers to marks registered in the name of the Seller. For completeness, the Buyer is listing here all trademarks related to the Business; however, please note that the Mova marks registered in the name of Mova LLC will transfer with the assignment of the Mova LLC Interest, while those registered directly in the name of the Seller (if any) must be specifically identified to transfer, as they are outside of that membership interest.

Exhibit A-1**CONTOUR and MOVA Trademarks**

<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6003.001	CONTOUR Serial No: 78/981,021 Reg. No: 3,628,974 Mova, LLC	United States of America	Class 41: Visual effects and motion picture production services, all in the field of entertainment; entertainment services, namely, special effects, visual effects and animation services featuring motion capture for translating movement of a real subject and mapping such movement onto a 3-dimensional computer-generated model or as a computer-generated subject	Registered App Date: 05/04/2006 Reg Date: 05/26/2009 Section 8 & 15 Due: 05/26/2015
65842-6003.100	CONTOUR Serial No: 1144177 Reg. No: 1144177 Mova, LLC	Australia	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems consisting of motion capture cameras, connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; theatrical lighting controllers Class 11: Theatrical lighting fixtures Class 35: Casting services Class 41: Motion capture services, visual effects and motion picture production services, all in the field of entertainment	Registered App Date: 11/01/2006 Reg Date: 08/06/2007 Renewal Due: 11/01/2016

Confidential

<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6003.102	CONTOUR Serial No: 005431267 Reg. No: 005431267 Mova, LLC	European Community*	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems consisting of motion capture cameras, connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; theatrical lighting controllers; microphones and digital audio recorders Class 11: Theatrical lighting fixtures Class 41: Motion capture services, casting services, and casting support services, visual effects and motion picture production services, all in the field of entertainment Class 42: Rental of hardware and software, licensing of hardware and software, all for use in the field of entertainment	Registered App Date: 11/01/2006 Reg Date: 01/14/2008 Renewal Due: 11/01/2016
65842-6003.103	CONTOUR Serial No: 2006101795 Reg. No: 5141949 Mova, LLC	Japan	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; theatrical lighting controllers and their parts and fittings; microphones and digital audio recorders; arcade video game machines; consumer video games; electronic circuits and CD-ROMs recorded programs for handheld games with liquid crystal displays; computer software; telecommunication machines and apparatus; electronic machines, apparatus and their parts Class 11: Theatrical lighting fixtures	Registered App Date: 11/01/2006 Reg Date: 06/20/2008 Renewal Due: 06/20/2018

Confidential

<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
			<p>Class 41: Photographing of motion pictures, electronic image data processing of motion pictures, digital imaging services, all in the field of entertainment; movie film production; direction of making radio or television programs; art exhibitions; planning arrangement of showing movies, shows, plays or musical performances; presentation of live show performances; direction or presentation of plays; presentation of musical performances; operation of video equipment or audio equipment etc., for production of radio or television programs; providing audio or video studios; providing facilities for movies, shows, plays, music or educational training; rental of cinematographic machines and apparatus; rental of amusement machine and apparatus; rental of game machines and apparatus; rental of cameras; rental of optical machines and instruments; photography.</p>	
65842-6003.104	<p>CONTOUR Serial No: 758134 Reg. No: 758134 Mova, LLC</p>	New Zealand	<p>Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems including motion capture cameras and software and hardware for managing the synchronisation between strobe timing on lighting fixtures and shutter speed on cameras, all sold as a unit; theatrical lighting controllers; microphones and digital audio recorders</p> <p>Class 41: Motion capture services, visual effects and motion picture production services, all in the field of entertainment</p>	<p>Registered App Date: 11/01/2006 Reg Date: 12/11/2008 Renewal Due: 05/04/2016</p>

Confidential

<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6003.105	CONTOUR Serial No: 20063956 Reg. No: 22953 Mova, LLC	Republic of Korea	Class 09: Computer hardware for processing motion capture data; computer hardware for supporting motion capture systems; computer hardware for displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems consisting of motion capture cameras, connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; lighting controllers; microphones Class 11: Theatrical lighting fixtures Class 41: Motion capture services in the field of entertainment; casting services in the field of entertainment; casting support services in the field of entertainment; visual effects production services in the field of entertainment; motion picture production services in the field of entertainment	Registered App Date: 11/02/2006 Reg Date: 04/15/2008 Renewal Due: 04/15/2018
65842-6005.000	MOVA Serial No: 78/597,127 Reg. No: 3,641,201 Mova, LLC	United States of America	Class 25: Clothing, namely, t-shirts, hats	Registered App Date: 03/29/2005 Reg Date: 06/16/2009 Section 8 & 15 Due: 06/16/2015
65842-6005.001	MOVA Serial No: 78/978,085 Reg. No: 3,235,412 Mova, LLC	United States of America	Class 25: Clothing, namely, jackets	Registered App Date: 03/29/2005 Reg Date: 04/24/2007 Section 8 & 15 Due: 04/24/2013

<u>MoFo Matter Number</u>	<u>Mark/Serail Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6005.002	MOVA Serial No: 78/599,227 Reg. No: 3,843,152 Mova, LLC	United States of America	Class 42: Rental of computer hardware and software for use in the field of entertainment	Registered App Date: 03/31/2005 Reg Date: 08/31/2010 Section 8 & 15 Due: 08/31/2016
65842-6005.003	MOVA Serial No: 78/977,072 Reg. No: 3,261,205 Mova, LLC	United States of America	Class 41: Entertainment services, namely, special effects animation services for film and video featuring motion capture for translating movement of a real subject and mapping such movement onto or as a computer generated subject, preparation of special visual effects, and motion picture production services	Registered App Date: 03/31/2005 Reg Date: 07/10/2007 Section 8 & 15 Due: 07/10/2013
65842-6005.004	MOVA Serial No: 77/922,936 Reg. No: Mova, LLC	United States of America	Class 09: Computer hardware for processing motion picture data, supporting motion capture systems and displaying related information and imagery; computer software for processing motion picture data, supporting motion capture systems and displaying related information and imagery; computer software for image processing of 2D and 3D images; motion capture software and hardware systems consisting of motion capture cameras connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; computer hardware and software for use in creating special effects Class 42: Rental of computer hardware and software for use in motion capture and creation of special effects Class 45: Licensing of computer hardware and software for motion capture and creation of special effects	Allowed - Intent to Use App Date: 01/28/2010 Reg Date: Statement of Use Due/EOT4: 02/22/2013

<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6005.101	MOVA Serial No: 004593596 Reg. No: 004593596 Mova, LLC	European Community*	Class 09: Motion capture hardware; motion capture software Class 41: Motion capture services, casting services, and casting support services, visual effects and motion picture production services, all in the field of entertainment Class 42: Rental of hardware and software; licensing of hardware and software all for use in the field of entertainment	Registered App Date: 09/15/2005 Reg Date: 06/01/2007 Renewal Due: 09/15/2015
65842-6005.102	MOVA Serial No: 2005087983 Reg. No: 5009820 Mova, LLC	Japan	Class 35: Referral of actors; business management of actors Class 41: Photographing of motion pictures, electronic image data processing of motion pictures, digital imaging services, all for motion capture, all in the field of entertainment Class 42: Agencies or brokerage for licensing of industrial property regarding computer hardware and other equipment all for use in the field of entertainment; agencies or brokerage for copyright licensing regarding computer software all for use in the field of entertainment	Registered App Date: 09/20/2005 Reg Date: 12/08/2006 Renewal Due: 12/08/2016

EXHIBIT A-2

MOVA PATENTS

Exhibit A-2 Mova Patents				STATUS	
Serial Number	FILE NO.	TITLE			
10942.413	8346P308	APPARATUS AND METHOD FOR CAPTURING THE EXPRESSION OF A PERFORMER			Issued
11066.954	8346P309	APPARATUS AND METHOD FOR IMPROVING MARKER IDENTIFICATION WITHIN A MOTION CAPTURE SYSTEM - PCT			Issued
11077.628	8346P310	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION			Issued
2005/329027	8346P310AU	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - AUSTRALIA			Issued
2519737	8346P310CA	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION- CANADA			Pending
2005/0030846.9	8346P310CN	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION- CHINA			Issued
58010315	8346P310EP	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION- EPO			Issued
71025976	8346P310HK	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - HONG KONG			Issued
1528/DELNP/2007	8346P310IN	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - INDIA			Pending
2008/500696	8346P310JP	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - JAPAN			Issued
2007-7008614	8346P310KR	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - KOREA			Issued
553106	8346P310NZ	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - NEW ZEALAND			Issued
11255.854	8346P313	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES			Pending
2562657	8346P313CA	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - CANADA			Pending
6121767.5	8346P313EP	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - EPO			Pending
7111329.2	8346P313HK	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - HONG KONG			Pending
550347	8346P313NZ	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - NEW ZEALAND			Issued
11/449.127	8346P315	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES			Issued
2657309	8346P315CA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES			Pending
9108597.1	8346P315HK	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES			Pending
11/449.043	8346P316	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE BY STROBING A FLUORESCENT LAMP			Issued
11/449.131	8346P317	SYSTEM AND METHOD FOR THREE DIMENSIONAL CAPTURE OF STOP-MOTION ANIMATED CHARACTERS			Issued
11/888.377	8346P318	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION			Issued
2007281536	8346P318AU	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - AUSTRALIA			Pending
2659572	8346P318CA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - CANADA			Pending
200780035753.40	8346P318CN	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - CHINA			Pending
734403.1	8346P318EP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - EPO			Issued
1601176.2	8346P318HK	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - HONG KONG			Pending
7007HENP/2009	8346P318IN	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - INDIA			Pending
244522863	8346P318JP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - JAPAN			Pending
1021009/7004437	8346P318KR	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - KOREA			Pending
574599	8346P318NZ	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - NEW ZEALAND			Issued
597473	8346P318NZD	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - NEW ZEALAND			Pending
2010256510	8346P364XA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - AUSTRALIA			Pending
2.764.447	8346P364XCA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - CANADA			Pending
10784126.4	8346P364XEP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - EPO			Pending
597097	8346P364XNZ	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - NEW ZEALAND			Pending
PCT/US2010/037318	8346P364XPCT	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - PCT			Pending

Exhibit A-2
Mova Patent Deadlines & Fees

BSTZ REF. NO.	SERIAL NO.	TITLE	STATUS	NEXT ACTION DUE:ACTIVITY NAME	ESTIMATE	NEXT ACTION DUE DATE
8346P308	10/942,413	APPARATUS AND METHOD FOR CAPTURING THE EXPRESSION OF A PERFORMER	Issued	First Maintenance Fee	\$575.00	5-Dec-15
				Second Maintenance Fee	\$1,450.00	5-Dec-19
				Final Maintenance Fee	\$2,405.00	5-Dec-23
8346P309	11/066,954	APPARATUS AND METHOD FOR IMPROVING MARKER IDENTIFICATION WITHIN A MOTION CAPTURE SYSTEM	Issued	First Maintenance Fee	\$583.00	15-Jun-13
				Second Maintenance Fee	\$1,450.00	15-Jun-17
				Final Maintenance Fee	\$2,405.00	15-Jun-21
8346P310	11/077,628	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION	Issued	First Maintenance Fee	\$575.00	20-Apr-13
				Second Maintenance Fee	\$1,450.00	20-Apr-17
				Final Maintenance Fee	\$2,405.00	20-Apr-21
8346P310AU	2005329027	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - AUSTRALIA	Issued	Soft Working Deadline		23-Dec-13
8346P310CA	2,519,737	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION- CANADA	Pending	No current action - Annuity paid October 2012		
8346P310CN	200580030847	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - CHINA	Issued	No current action - Annuity paid October 2012		
8346P310EP	5108358.2	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION- EPO	Issued	No current action - Annuity paid October 2012		
8346P310HK	71025976	Apparatus and Method for Performing Motion Capture Using Shutter Synchronization	Issued	No current action - Annuity paid September 2012		
8346P310IN	1528/DELNP/2007	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - INDIA	Pending	No annuities until Examination.		

BSTZ REF. NO.	SERIAL NO.	TITLE	STATUS	NEXT ACTION DUE:ACTIVITY NAME	ESTIMATE	NEXT ACTION DUE DATE
8346P310JP	2008-500696	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - JAPAN	Issued	Annuity due		18-Mar-14
8346P310KR	2007-7008614	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - KOREA	Allowed	Annuity due		7-Sep-15
8346P310NZ	553106	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - NEW ZEALAND	Issued	Request Sealing		29-Nov-11
8346P313	11/255,854	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES	Pending	Soft Working Deadline		7-Nov-14
8346P313CA	2,562,657	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - CANADA	Pending	Amendment and Response to Final Office Action	\$4,000.00	23-Nov-12
8346P313HK	7111329.2	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES	Pending			
8346P313NZ	550347	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - NEW ZEALAND	Issued			
8346P315	11/449,127	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES	Issued	First Maintenance Fee	\$575.00	16-Dec-12
				Second Maintenance Fee	\$1,450.00	16-Dec-16
				Final Maintenance Fee	\$2,405.00	16-Dec-20
8346P315HK	9108597.1	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES	Pending	Annuity Due		6-Jun-15

BSIZ REF. NO.	SERIAL NO.	TITLE	STATUS	NEXT ACTION DUE:ACTIVITY NAME	ESTIMATE	NEXT ACTION DUE DATE
8346P316	11/449,043	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE BY STROBING A FLUORESCENT LAMP	Issued	First Maintenance Fee	\$575.00	28-Jan-13
				Second Maintenance Fee	\$1,450.00	28-Jan-17
				Final Maintenance Fee	\$2,405.00	28-Jan-21
8346P317	11/449,131	SYSTEM AND METHOD FOR THREE DIMENSIONAL CAPTURE OF STOP-MOTION ANIMATED CHARACTERS	Issued	First Maintenance Fee	\$575.00	23-Aug-13
				Second Maintenance Fee	\$1,450.00	23-Aug-17
				Final Maintenance Fee	\$2,405.00	23-Aug-21
8346P318	11/888,377	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION	Issued	First Maintenance Fee	\$575.00	26-Dec-15
				Second Maintenance Fee	\$1,450.00	26-Dec-19
				Final Maintenance Fee	\$2,405.00	26-Dec-23
				First Maintenance Fee		
8346P318CA	2,659,572	SYSTEM AND METHOD FOR PERFORMING	Pending			
8346P318EP	7836403.1	SYSTEM AND METHOD FOR PERFORMING	Issued	Annuity Due		24-Jul-13
8346P318HK	10101176.2	SYSTEM AND METHOD FOR PERFORMING	Pending	Watch for Grant		
8346P318IN	PCT/US2007/017188	SYSTEM AND METHOD FOR PERFORMING	Pending	Awaiting first exam report		
8346P318KR	10-2009-7004437	SYSTEM AND METHOD FOR PERFORMING	Pending	Pending first office action		
8346P318NZ	574599	SYSTEM AND METHOD FOR PERFORMING	Issued	Annuity Due - 7th year	\$319.01	24-Jul-14
				Annuity Due - 10th year	\$506.66	24-Jul-17
				Annuity Due - 13th year	\$938.26	24-Jul-20
8346P318NZD	597473	SYSTEM AND METHOD FOR PERFORMING	Pending	Office Action Response	\$4,500.00	30-Mar-13
8346P364XCA	2,764,447	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP	Pending	Annuity due	\$297.00	3-Jun-13
8346P364XEP	10784126.4	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP	Pending	Annuity due	\$841.00	3-Jun-13

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BSIZ REF. NO.	SERIAL NO.	TITLE	STATUS	NEXT ACTION DUE:ACTIVITY NAME	ESTIMATE	NEXT ACTION DUE DATE
8346P364XEP	10784126.4	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP	Pending	Office Action Response	\$4,000.00	30-May-13
8346P364XNZ	597097	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP	Pending	Office Action Response	\$4,500.00	19-Jan-14

EXHIBIT A-3

MOVA DOMAIN NAMES

Exhibit A-3

MOVA Domain Names

mov.a.co
mov.a.com
mov.a.net
mov.a.xxx-block
movacontour.com
movacontour.net
movacontour.org
movacontour.tv
contour.xxx-block
realitycapture.com
realitycapture.net
realitycapture.org
realitycapture.tv

EXHIBIT A-4

MOVA PHYSICAL ASSETS

Exhibits to Membership Interest and Asset Sale and Purchase Agreement

Exhibit A-4																				
Mova Physical Assets																				
Oracle Asset#		Ass't Tag										Location								
EA Book	Online Serial#	Description	Inv Type	Asset Tag	without modifiers	YTD Depreciation	Original Cost	Accumulated Depreciation	Net Book Value	Company Code	Dept code	Location	State	Code	Department	Location Name	Major Segment	Minor Segment	Inuse date	PO Vendor
MOVA CORP 23369	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23370	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23372	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23373	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23374	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23375	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23376	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23377	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23378	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23460	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23471	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23472	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23473	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23474	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23475	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23476	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23477	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23478	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23480	NO SN INV	2U 2x5355 GB 500GB RMR+ LCD	Infrastructure			0	2796.97	2796.97	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	COMPUTER	APP HOST	39429	
MOVA CORP 23481	NO SN INV	Basler A602Lc, color, c-mount	N/A			0	332.57	332.57	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23482	NO SN INV	Basler A602Lc, color, c-mount	N/A			0	332.57	332.57	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23483	NO SN INV	Basler A602Lc, color, c-mount	N/A			0	332.57	332.57	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23484	NO SN INV	Basler A602Lc, color, c-mount	N/A			0	332.57	332.57	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23385	NO SN INV	Basler Area Scan (QCAP)	N/A			0	545.54	545.54	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23386	NO SN INV	Basler Area Scan A601E (QCA	N/A			0	493.68	493.68	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23387	NO SN INV	Basler A311f	N/A			0	595.56	595.56	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23388	NO SN INV	Basler A311f	N/A			0	595.56	595.56	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23389	NO SN INV	Basler A311f	N/A			0	621.9	621.9	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23390	NO SN INV	Basler A311f	N/A			0	621.9	621.9	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23391	NO SN INV	Basler A311f	N/A			0	621.9	621.9	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23392	NO SN INV	Basler A311f	N/A			0	621.9	621.9	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23393	NO SN INV	Basler A602fm, Fire-I PRO's	N/A			0	225.22	225.22	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23394	NO SN INV	Basler A311f	N/A			0	847.65	847.65	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23395	NO SN INV	Basler A311f	N/A			0	847.65	847.65	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23396	NO SN INV	Basler A311f	N/A			0	847.65	847.65	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23397	NO SN INV	Basler A311f	N/A			0	847.65	847.65	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23398	NO SN INV	Basler A102f	N/A			0	1717.75	1717.75	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23399	NO SN INV	Basler A102f	N/A			0	1724.42	1724.42	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23400	NO SN INV	Basler A102f	N/A			0	1724.42	1724.42	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23401	NO SN INV	Basler A102f	N/A			0	1726.52	1726.52	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23402	NO SN INV	Basler A102f	N/A			0	1726.52	1726.52	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23403	NO SN INV	Basler A102f	N/A			0	1726.52	1726.52	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23404	NO SN INV	Basler A102f	N/A			0	1726.52	1726.52	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23405	NO SN INV	Basler A102f	N/A			0	1726.52	1726.52	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23406	NO SN INV	Basler A102f	N/A			0	1726.52	1726.52	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23407	NO SN INV	Basler: 5° A102f	N/A			0	1777.78	1777.78	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23408	NO SN INV	Basler: 5° A102f	N/A			0	1777.78	1777.78	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23412	NO SN INV	Camera Link Equipment, Natio	N/A			0	1072.12	1072.12	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23413	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23414	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23415	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23416	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23417	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23418	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23419	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23420	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23421	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23422	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23423	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23424	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23425	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23426	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23427	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23428	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23429	NO SN INV	Basler A102f	N/A			0	1426.19	1426.19	0	12	399	CA 1003.399	CA	1003	399	3rd street, SF (Mova)	OTHER EQUIP.	CAMERA	39265	
MOVA CORP 23430																				

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EXHIBIT 2

FULL-TIME EXEMPT OFFER LETTER

August 20, 2012

Greg LaSalle
228 Del Rosa Way
San Mateo, CA 94403

Offer of Employment by Rearden, LLC

Dear Greg:

I am very pleased to confirm our offer to you of employment with Rearden, LLC, a California limited liability company (the "*Company*"), on the following terms and conditions:

1. Position. We are offering you employment as a **General Manager** for the Company, **beginning on August 20, 2012**. This is a full-time, exempt position, which means you are not eligible for overtime. Your employment with the Company is "at will." This means that you are free to resign from your employment at any time, for any reason or no reason at all, with or without cause and with or without notice. Similarly, the Company may terminate your employment at any time for any legal reason, with or without cause and with or without notice. By accepting this offer of employment, you agree that your employment is at will, and acknowledge that no one, other than the Chief Executive Officer has the authority to promise you anything to the contrary, and then only in writing. Further, your participation in any future stock option or benefit program is not an assurance of continuing employment.

2. Compensation and Benefits. You will be paid a salary of [REDACTED] per month, payable in semi-monthly (twice per month) installments, less all applicable federal and state withholding tax and other authorized deductions. You will also be entitled to receive the fringe benefits that are offered to other employees of the Company who hold positions of similar responsibility as yours.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Proprietary Information and Inventions Agreement. As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions, which will be the property of the Company. To protect the interests of the Company, and as a condition of your employment with the Company, you are required to sign the attached Proprietary Information and Inventions Agreement. Please review the Proprietary Information and Inventions Agreement carefully as it affects (among other things) your rights with respect to certain

inventions or other intellectual property rights developed by you during your employment with the Company. You should not bring with you to the Company any confidential or proprietary material of any former employer or violate any other obligations you may have to any former employer.

4. Conditions. Your employment is subject to proof, within three (3) business days of starting your new job with the Company, of your legal right to work in the United States, and your completing the Immigration and Naturalization Service Employment Eligibility Verification Form I-9. [REDACTED]
[REDACTED]
[REDACTED]

5. Entire Agreement. Your signature at the end of this letter confirms that no promises or statements that are contrary to our at-will relationship have been made to you during any of your pre-employment discussions with the Company and that this letter, the Proprietary Information and Inventions Agreement [REDACTED] (enclosed) contains our complete agreement regarding the terms and conditions of your employment. Our agreement cannot be changed except in writing signed by both of us.

If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. If you have anything else that you wish to discuss, please do not hesitate to call me.

REARDEN, LLC, a California limited liability company

By: 
Its: Chief Executive Officer

I have read and understood this offer letter and agree to the terms set forth above.


Signature of Employee

Dated: 8/20/12

Enclosures: Proprietary Information and Inventions Agreement
[REDACTED]

REARDEN, LLC
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following Agreement confirms certain terms of my employment with Rearden, LLC, a California limited liability company (hereafter referred to as the "Company"), which is a material part of the consideration for my employment by the Company and the compensation received by me from the Company from time to time. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever.

A. Definitions

1. The "Company"

As used in this Agreement, the "Company" refers to Rearden, LLC, a California limited liability company, and each of its subsidiaries or affiliated companies. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for Rearden, LLC; or any other subsidiary or affiliated company of Rearden, LLC. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I transfer at some time from one subsidiary or affiliate of the Company to another.

2. The Company's Business

As used in this Agreement, the phrase "the Company's Business" refers to the intended business activities of the Company, and which include but are not limited to the following: (1) creation and production of scripts, stories, artwork, special effects, performance motion capture, photography, video editing, audio editing, 3D printing and 3D animation; (2) technology development and production; (3) creation and production of feature and short motion pictures, television programming, video games and web sites; (4) development and commercial exploitation of video and audio compression technology; (5) development of online services, networking and online audio/video technology; (6) development of consumer electronic devices; (7) development of motion, facial and surface capture technology and related human and non-human 2D and 3D rendering and animation technologies; (8) development of video teleconferencing technology; and (9) development of server-hosted computing systems and thin clients.

3. "Proprietary Information"

I understand that the Company possesses and will possess Proprietary Information that is important to the Company's Business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's Business.

"Proprietary Information" includes, but is not limited to, information about trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, discoveries, improvements, mask works, trade secrets, ideas, processes, formulas, copyrightable subject matter, source and object codes, data, programs, other works of authorship, know-how, developments,

designs and techniques (hereinafter collectively referred to as "Inventions"); (b) intellectual property, such as all intellectual, artistic, literary, dramatic or musical rights, works or other materials of any kind or nature (whether or not entitled to protection under applicable copyright laws, or reduced to or embodied in any medium or tangible form), including but not limited to all copyrights, patents, trademarks, service marks, trade secrets, contract rights, titles, characters, plots, themes, dialogue, stories, scripts, treatments, outlines, submissions, ideas, concepts, packages, compositions, artwork and logos, and all audio, visual or audio-visual works of every kind and in every stage of development, production and completion, and all rights to distribute, advertise, promote, exhibit or otherwise exploit any of the foregoing by any means, media or processes now known or hereafter devised; and (c) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

I understand that my employment creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

4. "Company Documents and Materials"

I understand that the Company possesses or will possess "Company Documents and Materials" that are important to its business. For purposes of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

"Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.

B. Assignment of Rights

All Proprietary Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith is and shall be the sole property of the Company. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Proprietary Information.

At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

C. Maintenance and Return of Company Documents and Materials

I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to the Company pursuant to this Agreement. All Company Documents and Materials are and shall be the sole property of the Company.

I agree that during my employment by the Company, I will not remove any Company Documents and Materials from the business premises of the Company or deliver any Company Documents and Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

D. Disclosure of Inventions to the Company

I will promptly disclose in writing to my immediate supervisor or to such other person designated by the Company all "Inventions," which includes, without limitation, all improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment.

I will also disclose to the Chief Executive Officer (CEO) of the Company all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my employment with the Company that resulted, in whole or in part, from my prior employment by the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Section (E) below) and do not extend the assignment made in Section (E) below.

E. Right to New Ideas

1. Assignment of Inventions to the Company

I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the *California Labor Code* or any like statute of any other state. Section 2870 of the *California Labor Code* provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

The assignment set forth in this Paragraph E. 1 shall not extend to Inventions, the assignment of which is prohibited by *California Labor Code* Section 2870.

2. Prior Inventions

The Company shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Inventions. In the event it is determined for any reason that I am not an employee of the Company, I further acknowledge and agree that such Inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purpose of the Company's rights under copyright laws. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

3. Cooperation

I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's reasonable expense, in further evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Paragraph E. 3, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

4. Assignment and Waiver of "Moral Rights"

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

I agree that the Company shall solely and exclusively own throughout the universe in perpetuity all rights of every kind and nature now known or hereafter created in connection with the results, product and proceeds of my services hereunder (including, but not limited to, my services as an artist) and all Moral Rights. I acknowledge that the results, product and proceeds of my services hereunder, including, without limitation, all material composed, submitted, added, created or interpolated by me hereunder, which I acknowledge may have been or may be rendered in collaboration with others, are being specially ordered by the Company and may be used as part of or in connection with a motion picture or other production and shall be considered a "work made for hire" for the Company and, therefore, the Company shall be the author and copyright owner thereof for all purposes throughout the universe without limitation of any kind, including the right, in the Company's sole discretion, to make any such changes therein and may exploit the same throughout the universe in perpetuity. I hereby further acknowledge that the results, product and proceeds of my services have been paid for by the Company and are the sole property of the Company for all purposes whatsoever. Notwithstanding the preceding sentence, I hereby assign and/or grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights in and to my services to the Company), to the extent such assignment is allowed by law. The foregoing rights include all forms of motion picture, television (whether live, filmed, taped, or otherwise recorded, and including series rights), cable, pay and subscription television, home video (including cassettes, discs and other video devices), live stage, sequel, remake, advertising and promotion rights, publication rights, digital television, video and computer games, videocassette and video or laser disc, any computer assisted media (including, but not limited to, CD-ROM, DVD-ROM and similar disc systems), interactive media and multi-media, internet-based websites or media, and any other devices or methods now known or hereafter devised, merchandising, soundtrack, music publishing and all exploitation rights whatsoever derived from and/or relating to the results and proceeds of my services and the right to exploit, distribute and exhibit any motion picture or other production produced hereunder in all media now known or hereafter devised and all of the foregoing is inclusive of a full irrevocable assignment to the Company thereof.

I grant to the Company the right to use my name, voice and/or likeness in connection with: (a) promotion and publicity of my services and all technology developed and utilized in connection therewith; (b) merchandising based on or in connection with my services and all technology developed and utilized in connection therewith and any promotion and/or publicity thereof. All rights in and to my services are owned by the Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. The Company and I are aware and hereby acknowledge that new rights in and to my services may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and I intend to and do hereby grant and convey to the Company any and all such New Exploitation Rights in and to my services granted by me hereunder. The Company and I are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting my services. I intend to and do hereby grant and convey to the Company any and all rights in and to such New Exploitation Methods with respect to my services. I hereby agree to execute any document the Company deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to the Company, including without limitation the New Exploitation Rights and any and all rights in and to the new Exploitation Methods. I further hereby agree that I will not seek to (1) challenge, through the courts, administrative governmental bodies, private organizations, or in

any other manner the rights of the Company to exploit my services by any means whatsoever or (2) thwart, hinder or subvert the intent of the grants and conveyances to the Company herein and/or the collection by the Company of any proceeds relating to the rights conveyed hereunder.

5. List of Inventions

I have attached hereto as Exhibit A a complete list of all inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions or improvements at the time of signing this Agreement.

F. Non-Solicitation of Company Employees

During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to accept employment with any other company. As part of this restriction, I will not interview or provide any input to any third party regarding any such person during the period in question. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

G. Company Authorization for Publication

Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

H. Duty of Loyalty

I agree that, during my employment with the Company, I will not provide consulting services to or become an employee of, any other firm or person engaged in a business in any way competitive with the Company, without first informing the Company of the existence of such proposed relationship and obtaining the prior written consent of my manager and the Human Resources Manager responsible for the organization in which I work.

I. Former Employer Information

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith

or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.

J. At-Will Employment

I agree and understand that my employment with the Company is "at-will," meaning that it is not for any specified period of time and can be terminated by me or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. I agree and understand that it also means that job duties, title and responsibility and reporting level, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed at any time at-will by the Company. I understand and agree that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of my employment with the Company.

I understand and agree that this Agreement is the complete agreement between the Company and me regarding the nature of my employment with the Company. I also understand and agree that the at-will nature of employment with the Company can only be changed by the Company CEO in an express writing signed and dated by the CEO and by me.

K. Severability

I agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

L. Authorization to Notify New Employer

I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.

M. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us, including but not limited to any and all statements made by any officer, employee or representative of the Company regarding the Company's financial condition or future prospects. I understand and acknowledge that, except as set forth in this Agreement and in the offer letter from the Company to me, (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my employment with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the CEO of the Company and me. I understand and agree that any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

N. Legal and Equitable Remedies

Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to

enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

O. Notices

Any notices required or permitted hereunder may be given, and shall be deemed given, upon personal delivery; or deposit in the United States mail, certified or registered; or delivery to an internationally recognized express delivery or courier service, with confirmation thereof for delivery to the party, in each case, to the party at the address set forth below, or to such other address or addresses as a party may hereafter designate in writing by proper notice.

Company: 355 Bryant Street, Suite 110
San Francisco, CA 94107

Employee: _____

P. General Provisions

1. Governing Law. Although I may work for the Company outside of California or the United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the state of California, without reference to its conflict of laws rules.

2. Changes/Contractor. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant, agent, representative or independent contractor.

3. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

4. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

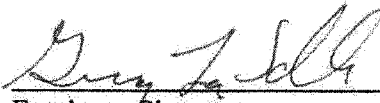
5. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at anytime, with or without cause.

6. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

Q. Effective Date

This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executor, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.



Employee/Signature
Greg LaSalle

Employee Name (Please Print)
Date: 8/20/12

REARDEN, LLC, a California limited
liability company

By: _____
Its: Chief Executive Officer

EXHIBIT A

1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my employment by the Company and/or that relate to the Company's Business, as defined in Section A(2) in the above Agreement, that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement:

☒ No inventions or improvements.

☐ See below: Any and all inventions regarding:

☐ Additional sheets attached.

2. I propose to bring to my employment the following materials and documents of a former employer:

☒ No materials or documents

☐ See below:

Date: 8/20/12


Employee Signature

Greg LaSalle
Employee Name (Please Print)

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EXHIBIT 3

SSLPHMO

VIEW A LIMITED LIABILITY COMPANY RECORD

11/07/14

FILE NUMBER: 201232410130 DATE: 11/09/12 STATUS: C
CALIF NAME: MO2, LLC

TYPE: DOMESTIC

FOREIGN NAME:

EXEC ADDRESS:

JURISDICTION: CA

EXEC CITY:

STATE/CNTRY: ZIP CODE:

MAILING ADDRESS: 1117 S CALIFORNIA AVE
MAILING CITY: PALO ALTO

STATE/CNTRY: CA ZIP CODE: 94304

CALIF OFFICE ADDRESS:

CALIF OFFICE CITY:

ZIP CODE:

RECENT SI:

PRIOR COMPLETE SI:

AGENT NAME: GREG LASALLE

AGENT ADDRESS: 228 DEL ROSA WAY

AGENT CITY: SAN MATEO

STATE: CA ZIP CODE: 94403

TERM/LP:

LLC MGMT CODE: 1 BUSINESS TYPE:

NO. OF AMENDS: 1 TOTAL PAGES: 2

GP/MGR/MEMB:

GP/MGR/MEMB ADDRESS:

GP/MGR/MEMB CITY:

STATE: ZIP CODE:

GP/MGR/MEMB:

GP/MGR/MEMB ADDRESS:

GP/MGR/MEMB CITY:

STATE: ZIP CODE:

THERE ARE NO MORE GP/MGR/MEMBS

PF2=MODIFY REC PF3=AMEND REC PF9=AMENDMENT HISTORY

CLEAR=MAIN MENU

SSLPHM2
201232410130

AMENDMENT HISTORY RECORDS
MO2, LLC

----- AMENDMENT 1 -----
FILED: 11/26/13 CANCEL
AMENDMENT PAGES: 1
EFFECTIVE: 11/26/13

PF1=VIEW

PF11=NAME AMEND PF20=DELETE REC
CLEAR=MAIN MENU

EXHIBIT 4


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)

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- [Business Search](#)
- [Processing Times](#)
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- [Starting A Business](#)

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- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, January 13, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	REARDEN MOVA LLC
Entity Number:	201310910399
Date Filed:	04/19/2013
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	355 BRYANT ST UNIT 110
Entity City, State, Zip:	SAN FRANCISCO CA 94107
Agent for Service of Process:	ALAN KALIN
Agent Address:	2550 HANOVER ST
Agent City, State, Zip:	PALO ALTO CA 94304-1115

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#)
[New Search](#)
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