## 503660861 01/22/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3707495

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date	
C. BRUCE JOHNSTONE	05/29/2015	

### **RECEIVING PARTY DATA**

Name:	CHRISTIE DIGITAL SYSTEMS USA, INC.
Street Address:	10550 CAMDEN DR.
City:	CYPRESS
State/Country:	CALIFORNIA
Postal Code:	90630

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	6774881	

### **CORRESPONDENCE DATA**

**Fax Number:** (416)920-1350

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

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

**Phone:** 416-920-8170

Email: tchokrev@pckip.com

Correspondent Name: PERRY + CURRIER, INC.
Address Line 1: 1300 YONGE STREET

Address Line 2: SUITE 500

Address Line 4: TORONTO, CANADA M4T 1X3

ATTORNEY DOCKET NUMBER:	P5334US01
NAME OF SUBMITTER:	ZOYA TCHOKREV
SIGNATURE:	/Zoya Tchokrev/
DATE SIGNED:	01/22/2016

## **Total Attachments: 15**

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PATENT 503660861 REEL: 037573 FRAME: 0793

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PATENT REEL: 037573 FRAME: 0794

### PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT

This PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") is entered into by and between, <u>C. Bruce Johnstone</u>, an individual residing at, 827 Charles River St., Needham, MA 02492 ("Seller"), and Christie Digital Systems USA, Inc., a California corporation having a principal place of business at 10550 Camden Drive ("Buyer") (wherein each of Seller and Buyer are also referred to as a "Party", and collectively, are the "Parties"). This Agreement shall become effective upon being duly signed by the authorized representative of each Party, whereupon this Agreement shall enter into full force and effect in accordance with its terms ("Effective Date").

WHEREAS, Seller is the owner of, and has the right to assign, the Assigned Patents as defined below:

WHEREAS, Buyer desires to acquire the entire and exclusive right, title, and interest in and to the Assigned Patents and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Seller is willing to assign to Buyer all right, title, and interest in and to the Assigned Patents, and the underlying inventions described therein, in the United States and throughout the world.

Now therefore, in consideration of the premises and covenants herein contained, Buyer and Seller agree as follows:

## Section 1. Assignment

1.1 Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest throughout the world in and to the patents identified on Schedule I to Exhibit A attached hereto (the "Assigned Patents"), and all issued patents, rights to inventions and pending and future applications for patents under U.S. law or regulation or of any foreign country with respect to the patentable inventions from which such Assigned Patents arise, including without limitation utility patents, utility models, design invention certificates. continuations. divisions. continuations-in-part, reexaminations, reissues, extensions and renewals, in all countries of the world; and all rights to sue or bring interference proceedings for past, present and future infringements of the Assigned Patents and certain related rights (collectively, the "Assigned Patents Rights"), in accordance with the Patent Assignment attached as Exhibit A hereto (the "Assignment"). The foregoing Assignment includes all causes of action (whether known or unknown, and whether or not currently pending or filed) and other enforcement rights under or on account of the Assigned Patents, including without limitation all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief and (iii) any other remedies of any kind for past, current and/or future infringement.

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PATENT REEL: 037573 FRAME: 0795

- Seller assigns to Buyer, its successors, assigns, and nominees, all rights of cooperation assigned or granted by any third party and all rights to make applications for patents or other forms of protection for said Assigned Patents and Assigned Patents Rights (including without limitation the underlying inventions described therein) throughout the world and empowers Buyer, its successors, assigns, and nominees, to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, including the right to invoke and claim such right of priority without further written or oral authorization.
- 1.3 Seller shall promptly, without charge to Buyer and at Seller's expense, execute, verify, acknowledge, have authenticated and deliver all such further documents, including instruments of transfer and assignment papers, that Buyer may reasonably require to implement the assignments in Section 1.1 and 1.2 above or the Assignment in the form attached as Exhibit A hereto, as needed to vest title to the Assigned Patents and Assigned Patents Rights in Buyer or its successors, assigns, and nominees whether before or after payment of the consideration specified in Section 2.1 below.
- In the event that Buyer is unable for any reason whatsoever to secure Seller's signature to any documents it is entitled to under Section 1.3 above, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on their behalf and instead of the Seller, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of Section 1.3 above with the same legal force and effect as if executed by Seller. Seller further agrees that in the event Buyer subsequently assigns any of the Assigned Patents and/or Assigned Patents Rights, Buyer's successors and assigns with respect to such Assigned Patents and/or Assigned Patents Rights ("Buyer's Assignees"), including their duly authorized officers and agents, shall be Seller's agents and attorneys-in-fact to act for and on their behalf and instead of the Seller, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of Section 1.3 above with the same legal force and effect as if executed by Seller.
- 1.5 Seller agrees to cooperate promptly with Buyer, at Buyer's expense, after the Effective Date to provide all documents in their possession and to perform such other acts and provide such assistance as Buyer lawfully and reasonably may request to obtain, maintain, defend, or enforce the Assigned Patents and/or letters patent for the Assigned Patents or inventions disclosed therein in any and all countries in the world. Further, in the event Buyer subsequently assigns any of the Assigned Patents and/or Assigned Patents Rights to any Buyer's Assignees, Seller agrees to cooperate with such Buyer's Assignee, at the Buyer's Assignee's expense, after the date of such assignment to perform such other acts and provide such assistance as the Buyer's Assignee lawfully and reasonably may request to obtain, maintain, defend, or enforce letters patent for the Assigned Patents or inventions disclosed therein in any and all countries in the world.

# Section 2. Payment and Communication

- 2.1 Payment to Seller and his Broker. Within ten business days of the Effective Date (the "Closing"), Buyer will pay to Seller and his Broker (defined below) the amount of Two Hundred Fifteen Thousand Dollars (U.S. \$215,000.00) by wire transfer into the following accounts split as follows:
  - A. One Hundred and Seventy Two Thousand Dollars (\$172,000) to the following account of Seller:

Account Name:

C. Bruce Johnstone

Bank Name:

Bank of America, 100 Federal St., Boston, MA 02110

Account Number:

009373589306

Routing Number:

026009593

B. Forty Three Thousand Dollars (\$43,000) to the following account of Seller's Broker:

Account Name: IP Offerings LLC

Bank Name: Citibank, N.A. 250 Route 59, Suffern, NY, 10901

Bank Account Number: 9980453291 ABA/Routing Number: 021000089

Such payments will be received in the above accounts on behalf of Seller. Payment to such accounts shall fully satisfy all payment obligations under this Agreement to Seller. Buyer may record the executed Assignment with the applicable patent offices only on or after Closing.

Seller will deliver the Assignment attached as Exhibit A to Buyer upon Closing.

- 2.2 No Other Payments to Broker. Except as expressly provided in Section 2.1(B). Seller is solely responsible for compensating any third party who facilitated the process leading to this Agreement ("Broker").
- 2.2 Seller shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Seller by the national government, and any state, local or other political subdivision thereof, of any country in which Seller is each subject to taxation, as the result of Buyer's furnishing consideration hereunder.

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2.3 Notices and other communications relevant to this Agreement or to the Assigned Patents shall be sent by electronic mail, or by registered or certified mail to the following addresses, or to such other addresses as may be given by notice hereafter, and shall be effective upon sending, if sent electronically, as proven by a method of confirmation, or upon receipt if sent by an internationally recognized express courier service, or registered or certified mail, as proven by a post office delivery receipt:

# For Seller:

C. Bruce Johnstone, 827 Charles River St. Needham, MA 02492

## For Buyer:

Attn: Craig M. Sholder, EVP Business Development and Strategy Christie Digital Systems USA, Inc. 10550 Camden Drive Cypress, CA 90630

With a copy to:

Attn: General Counsel

Legal Notices@ChristieDigital.com

# Section 3. Representations, Warranties and Covenants

- 3.1 Corporate Authority. Seller represents and warrants to Buyer and its assignces that:
  - it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement and the Assignment; and
  - (b) such Agreement and the Assignment constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.
- 3.2 <u>Patent Prosecution</u>. Seller represents and warrants to Buyer and its assignees that to the knowledge of Seller, neither the inventors of the Assigned Patents nor their counsel:

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- (a) intentionally failed to disclose any material, non-cumulative prior art references to the United States Patent and Trademark Office (the "PTO") or any foreign patent offices requiring such disclosure in connection with the prosecution of any Assigned Patents;
- (b) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Assigned Patents; or
- engaged in any act or omission inconsistent with the duty of candor to the PTO.
- 3.3 <u>Deliverables</u>: Seller represents and warrants to Buyer and its assignees that it will deliver to Buyer within five (5) business days after the Effective Date, the Deliverables identified on Exhibit B ("Deliverables"). Within thirty (30) days of the Effective Date, Seller will provide to Buyer any remaining Deliverables that Seller can reasonably obtain.
- 3.4 Other Matters. Seller represents and warrants to Buyer and its assignees that to the knowledge of Seller:
  - (a) Seller has good and marketable title to the Assigned Patents (including, without limitation, all right, title, and interest in the Assigned Patents and the right to sue for past, present and future infringements thereof);
  - (b) Seller has the full right and power to assign all rights in the Assigned Patents and the underlying inventions as set forth above;
  - (c) the Assigned Patents are not expired, lapsed, abandoned or deemed withdrawn, nor have any of the Assigned Patents been licensed to anyone, and are not otherwise subject to any encumbrances;
  - (d) the inventions and discoveries described in the Assigned Patents were made solely by the inventors named in the Assigned Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person;
  - (e) the inventors named in the Assigned Patents had no obligation to assign the inventions claimed by the Assigned Patents to any third party based on any form of employment and/or consulting agreement or relationship;
  - (f) Seller is not aware of any prior art that must be disclosed to any governmental office in which a given patent application has been filed (based on relevant disclosure obligations);
  - all maintenance fees, annuities and other payments owed to the PTO or any foreign patent office in connection with the Assigned Patents have been paid and are current as of the Effective Date;

- (h) Seller has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;
- (i) there is no pending or threatened claim that the practice of the inventions described in the Assigned Patents infringes any patents or patent applications of any third party;
- (j) no patent claim in the Assigned Patents has been adjudicated to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Seller is not aware of any third party intending to initiate such a proceeding;
- (k) Seller and those authorized by Seller to make, offer for sale, sell or import into the United States any article covered by the Assigned Patents have complied with the marking provisions of 35 U.S.C. section 287(a) with respect to the Assigned Patents;
- (l) Seller has satisfied, and will continue to satisfy, all of its obligations to the inventors of the Assigned Patents, pursuant to the terms of the agreement under which Seller acquired the Assigned Patents from the inventors; and
- (m) Seller will indemnify and hold Buyer harmless against any claims and/or legal actions brought by the inventors of the Assigned Patents concerning Seller's obligations to the inventors pursuant to the terms of the agreement under which Seller acquired the Assigned Patents from the inventors.
- 3.5 <u>Buyer</u>. Buyer represents and warrants to Seller that:
  - it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement; and
  - (b) such Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

# Section 4. <u>Disclaimers and Limitations</u>

4.1 NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH

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IN SECTION 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

- (A) REGARDING THE PATENTABILITY OF ANY INVENTION THAT IS OR MIGHT BE CLAIMED IN, OR THE VALIDITY OR ENFORCEABILITY OF THE ASSIGNED PATENTS OR RIGHTS DERIVED FROM RIGHTS ASSIGNED UNDER THIS AGREEMENT, OR
- (B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY PRODUCT OR METHOD DISCLOSED OR CLAIMED IN THE ASSIGNED PATENTS OR RIGHTS DERIVED FROM RIGHTS ASSIGNED UNDER THIS AGREEMENT WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES, OR
- (C) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY PRODUCT OR METHOD BY ANY OTHER PERSON OR ENTITY SHALL INFRINGE THE CLAIMS OF THE ASSIGNED PATENTS OR RIGHTS DERIVED FROM RIGHTS ASSIGNED UNDER THIS AGREEMENT.
- NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER 4.2 WARRANTY, TORT (INCLUDING NEGLIGENCE). IN CONTRACT. NEGLIGENCE FAULT. NOTWITHSTANDING ANY AND OTHERWISE. (WHETHER ACTIVE, PASSIVE, OR IMPUTED), REPRESENTATION, STRICT LIABILITY, OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR LOSS OF REVENUE, PROFIT, SAVINGS, OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# Section 5. Term and Termination

- 5.1 This Agreement shall be effective beginning on the Effective Date, and shall expire upon the expiration of the Assigned Patents.
- 5.2 Sections 1, 3, 4, 5 and 6 survive any expiration or termination of this Agreement.

# Section 6. Miscellaneous

6.1 As between Buyer and Seller, Buyer, as the acquirer of all right, title, and interest in each of the Assigned Patents and related rights, has sole discretion whether or not to institute any action or suit against third parties for infringement (including without limitation past, present and future infringement) of, or any other *inter partes* proceeding (including without limitation reexaminations and interferences) related to, the Assigned Patents or patents derived from rights assigned under this Agreement or to defend any action or suit, or other *inter partes* proceeding, brought by a third party that challenges or concerns the patentability, validity, enforceability, priority, title, scope, or applicability of the Assigned Patents or patents or applications derived from rights assigned under this Agreement. Seller's sole responsibility or duty in connection with such an action or suit shall be to cooperate with Buyer as stated in Sections 1.3 and 1.5 above and Section 6.2 below. If any such action or suit is brought by or against Buyer after the Effective Date involving or relating to the Assigned Patents, as between Buyer and Seller:

- (a) Buyer, and not Seller, shall be responsible for defending against any claim, counterclaim, or contention by or on behalf of an opposing litigant that Buyer lacks standing or that the Assigned Patents are invalid, unenforceable, inapplicable, or lack priority, at Buyer's own expense, regardless of whether or not any opponent includes contentions of fact or law that, if true or correct, would be inconsistent with any of Seller's representations and warranties in Section 3 above; and
- (b) Buyer, and not Seller, shall retain all proceeds derived from or on account of the action or suit, or other proceeding, including any money or other benefits received through any judgment or settlement.
- 6.2 Without limiting the scope of the obligations set forth in Section 1.5 above, the parties hereto acknowledge that Buyer may, in connection with conducting lawsuits under the Assigned Patents, desire assistance from Seller. In the event Buyer wishes for Seller to provide such assistance, Buyer shall so request and describe the requested assistance from Seller in writing. The nature of the assistance shall be at Buyer's expense, and shall be limited to routine deposition and trial testimony preparation activities, solely with respect to the chain of title of the transferred assets. In no event shall such assistance extend to matters that would require Seller to take a position adverse to Seller's legal or business interests, or to provide technical and/or legal services that Buyer can obtain from qualified third parties, such as retained legal counsel and/or expert consultants.
- 6.3 This Agreement shall not be binding upon the parties until it has been signed herein below and delivered by or on behalf of each party. Buyer may assign this Agreement in connection with the assignment of the Assigned Patents and Assigned Patents Rights. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid.
- 6.4 If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall

- continue in effect so long as the Agreement still expresses the intent of the Parties.
- 6.5 The failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.
- 6.6 This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the Parties hereby irrevocably consents to the exclusive jurisdiction of any State or Federal court sitting in Los Angeles, County over any suit, action or proceeding arising out of or relating to this Agreement.
- 6.7 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- Neither Party shall disclose the terms of this Agreement to any third party, without the 6.8prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure is permissible if required by government or court order, provided that the disclosing party first gives the other Party prior written notice in order to enable that Party to seek a protective order (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed; (b) disclosure is permissible if otherwise required by law or any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed; (c) each Party may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors; (d) Buyer may disclose this Agreement or its contents to any potential licensees or assignees of the Assigned Patents and Assigned Patents Rights provided that all such potential licensees or assignees agree to the same terms of confidentiality as set forth in this Section 6.8; and (e) the Parties may disclose information related to the tax treatment or tax structure of the transaction to the extent required by the relevant tax authorities.
- 6.9 This Agreement, including the exhibits and schedules attached hereto and incorporated herein by this reference, embodies the entire understanding of and agreement between the Parties with respect to the Assigned Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.
- 6.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by

facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

- 6.11 Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.
- 6.12 Neither Party shall be considered the author of this Agreement for the perpose of interpreting any provision herein.
- 6.13 Each Party acknowledges that it has reviewed this Agreement, including Exhibit A attached hereto, and all related agreements, with its own legal, financial and tax advisors, and has not relied on the other Party or any of the other Party's advisors with respect to such matters.
- 6.14 In the event that either Party breaches this Agreement, then the non-breaching party shall be entitled to its attorney fees to enforce this Agreement if the non-breaching party should prevail in any such litigation.

IN WITNESS WHEREOF, the Parties hereto have caused this PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT to be executed as of the Effective Date. The individuals signing for the Parties represent and warrant that he or she has authority to sign for and enter into this Agreement on behalf of the respective Parties.

SELLER	BUXER
By: Asset Johnstone  Name: C. Bruce Johnstone	By LLLL M. Sholder
Title:Owner	Title: Executive Vice President, Business  Development and Strategic Planning  Date: A Many, 2015
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### **EXHIBIT A**

### Patent Assignment

This Patent Assignment ("Assignment") is entered into as of June /. 2015, by and between C. Bruce Johnstone, an individual, residing at 827 Charles River St., Needham, MA 02492 ("Assignor"), and Christie Digital Systems USA, Inc., a California corporation, with a principal place of business at 10550 Camden Drive, Cypress, California 90630 ("Assignee").

WHEREAS, it is the intention of Assignor and Assignee that Assignee own all of Assignor's right, title and interest in and to the patents hereinafter described on Schedule 1;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor hereby:

- (A) irrevocably assigns, transfers and conveys to Assignee:
  - (1) the entire right, title, and interest, everywhere in the world, to
    - (a) the issued patents set forth on Schedule 1.
    - (b) any patent applications and/or patents that may claim priority of the items in (a), including but not limited to continuations, divisions, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements, or treaties,
    - (c) any patent that may be granted on any patent application in (a) or (b), and
    - (d) any other rights in the inventions described in any of (a), (b) or (c), including rights to future patent applications and all rights of cooperation assigned or granted by a third party;
- (e) all of the foregoing in this Section (1), collectively are the "Assigned Patents":
  - (2) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of the Assigned Patents based on activities occurring prior to the execution date hereof or hereafter; and

- (3) any current or future right to receive royalties based on any of the foregoing in (1) or (2);
- (B) agrees upon request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor's name to: execute all eaths, assignments, powers, and any other papers necessary to perform Assignor's obligations hereunder, testify in any proceeding, and otherwise take any action, and fully cooperate with Assignee to perform Assignor's obligations hereunder, in each case, related to securing and enforcing Assignee's rights related to this Assignment; and
- (C) Assignor authorizes and requests the Director of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Assigned Patents to Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

The undersigned having read this Assignment and fully understanding the provisions of this Assignment, hereby executes this Assignment on behalf of Assignor as of the Effective Date.

SELLER

Signature

Date: June\_ 7, 2015

STATE OF <u>HASSACIUSAHS</u> SUHHAK\_ COUNTY

Before me this  $\int$  day of  $\int$   $U_0 \leftarrow$  , 2015, personally appeared \_\_\_\_\_, to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

AFFIX SEAL

SUZANNE JOYCE

Notary Public

Commonweath or Massachuserts
My Commission Expires

December 3, 2015

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# SCHEDULE 1

# ASSIGNED PATENTS / APPLICATIONS

Pat/Reg.	Application No	Watter Title	Country	Status
745589 No. 8730906	11/789397	3-D PROJECTION FULL COLOR MULTIMEDIA	United States	Granted
	PCT/US2007/010089	DISPLAY S-D PROJECTION FULL COLOR MULTIMEDIA ENSPLAY	F.C.T.	inactive
	50/794669	3-0 PROJECTION FULL COLOR MULTIMEDIA	United States	macilies
	34/281462	CISPLAY 3-D PROJECTION FULL COLOR MULTIMEDIA	United States	Pending
	60/217131	DISPLAY BANDWIDTH-ENHANCED ARRAYS OF ROB LASERS, SYSTEM AND METHOD	Linited States	isactive
	2002-509836	SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	Japan	Prending
2415142	2415142	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	Canada	Granted
60110425.0	01951016.3	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	Germany	Granted
1303786	01951818.3	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	France	Graniso
1303796	01981018.3	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	United Kingdom	Granted
6975294	09/902453	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	United States	Granted
	PC17US2001/021688	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	P.C.T.	inactive
1303796	91951815,3:	ENHANCEMENT SYSTEMS AND METHODS FOR SPECKLE REDUCTION THROUGH BANDWIDTH	European Patent Office	Granted
	2012-461788	ENHANCEMENT SYSTEMS AND METHODS FOR SPECYLE REDUCTION THROUGH BANDWIDTH	Japan	tractive
	60/226160	ENHANCEMENT COMPACT INTEGRATED R, G, B LASER SOURCE, PROJECTION SYSTEM AND METHOD	United States	macine
	66/036438	FRONT PROJECTION HOLOGRAPHIC SCREEN DESIGNS AND METHOD	United States	inactive
6453556	09/355599	LASER VIDEO DISPLAY SYSTEM AND METHOD	Lhúten Stales	Granied
722995	51370/98	LASER VIDEO DISPLAY SYSTEM AND METHOD	Australia	Granted
	2279237	LASER VIDEO DISPLAY SYSTEM AND METHOD	Canada	iosciive
	96908085.5	LASER VIDEO DISPLAY SYSTEM AND METHOD	European Palent Office	msolive
	10-534798	LASER VIDEO DISPLAY SYSTEM AND METHOD	Japan	Jeschie.
	PCT/US1998/C01719	LASER VIDEO DISPLAY SYSTEM AND METHOD	P.O.T.	inactive
	80/036437	LASER VIDEO DISPLAY SYSTEM WITH PULSED SOLID STATE R.G.B. LASERS AND METHOD	United States	medive

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PATENT



	PCT/US2004/017778	LASER VIDEO PROJECTION SYSTEM AND METHOD WITH ANTI-PIRACY FEATURE	P.C.T.	inactive
	80/475422	LASER VIDEO PROJECTION SYSTEM AND METHOD WITH ANTI-PIRACY FEATURE	United States	inactive
7103074	10/862163	LASER VIDEO PROJECTION SYSTEM AND METHOD WITH ANTI-PIRACY FEATURE	United States	Granted
3600249	10-628785	MONOCHROMATIC R.G.B LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	Japan	Granted
	PCT/US1997/022066	MONOCHROMATIC R.G.B.LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	P.C.T.	inactive
	97949725.2	MONOCHROMATIC R.G.S LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	European Patent Office	inactive
2273049	2273040	MONOCHROMATIC R.G.B LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	Canada	Granted
723680	78602/98	MONOCHROMATIC R.G.B LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	Australia	Granfed
6774881	09/977838	MONOCHROMATIC R.O.B LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	United States	Granted
6304237	09/319068	MONOCHROMATIC R,G,B LASER LIGHT SOURCE DISPLAY SYSTEM AND METHOD	United States	Granteri
	PC17US2001/025960	SOUD STATE LASER	P.C.T.	Inactive
	2002-522030	SOUD STATE LASER	Japan	Inactive
	01982263.8	SOLID SYATE LASER	European Patent Office	inactive
	2419974	SOUD STATE LASER	Canada	inactive
	10/750379	SOUD STATE LASER	United States	inactive
6671305	09/933456	SOLID STATE LASER	United States	Granted
6414727	09/956598	VIDEO PROJECTION HOLOGRAPHIC SCREEN SYSTEM AND METHOD	United States	Granted
728050	62662/98	VIDEO PROJECTION HOLOGRAPHIC SCREEN. SYSTEM AND METHOD	Australia	Grantbu.
	2279310	VIDEO PROJECTION HOLOGRAPHIC SCREEN. SYSTEM AND METHOD	Canada	inactive
	98904755.6	VIDEO PROJECTION HOLOGRAPHIC SCREEN, SYSTEM AND METHOD	Eumpean Fatent Office	inactive
	10-534797	VIDEO PROJECTION HOLOGRAPHIC SCREEN, SYSTEM AND METHOD	Japan	inactive
	PCT/UST998/001718	VIDEO PROJECTION HOLOGRAPHIC SCREEK. SYSTEM AND METHOD	<b>20.</b> 4	Inactive

## Please Note:

- a. For US Application 14/2811462 final deadline for responding to the office action is July 5, 2015 and paying a fee.
- b. For 2002-509836 (Japan) -- currently abassdoned.

### EXHIBIT B

# DELIVERABLES

For the Assigned Patents, to the extent within Seller's possession and not otherwise publicly available to Buyer, Seller shall deliver to Buyer:

- the original ribbon copy issued by the United States Patent and Trademark Office, or the original certificate issued by the applicable government;
- (ii) any agreements assigning and/or transferring rights in the subject inventions and patents;
- (iii) any conception and reduction to practice materials; and
- (iv) the prosecution history files, including all files, documents and tangible things constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, and issuance of the Assigned Patents.

Seller shall, immediately on the Closing and at its cost and expense, cause the aforementioned deliverables (i, ii, and iv); and

Seller shall, by June 30, 2015 and at its cost and expense, cause the aforementioned deliverable (whatever exists for iii,);

to be deposited with a nationally recognized courier and shipped "overnight" to:

David B. Cochran, Esq. Jones Day 901 Lakeside Ave. Cleveland, Ohio 44114

216.586.7029 Direct deochran@jonesday.com

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