

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT PURCHASE AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
DISNEY ENTERPRISES, INC.			03/04/2016
RECEIVING PARTY DATA			
Name:	ETH ZURICH, A SWISS UNIVERSITY		
Street Address:	RAEMISTRASSE 101		
City:	ZURICH		
State/Country:	SWITZERLAND		
Postal Code:	8092		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	62156124		
Application Number:	14862027		
CORRESPONDENCE DATA			
Fax Number:	(858)509-3691		
<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>			
Phone:	(858)720-8900		
Email:	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
Correspondent Name:	DAVID E. HEISEY		
Address Line 1:	SHEPPARD MULLIN RICHTER & HAMPTON LLP		
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ATTORNEY DOCKET NUMBER:	01SA-211381 (DIS-127)		
NAME OF SUBMITTER:	DAVID E. HEISEY		
SIGNATURE:	/David E. Heisey/		
DATE SIGNED:	03/04/2016		
Total Attachments: 9			
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PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT ("Agreement") is entered into on March 4, 2016 ("Effective Date") by and between Disney Enterprises, Inc., a Delaware Corporation located at 500 South Buena Vista Street, Burbank, California 91521 ("DEI"), an Affiliate of The Walt Disney Company and ETH Zurich, a Swiss university, with offices at Raemistrasse 101, 8092 Zurich, Switzerland ("ETH Zurich"). The parties hereby agree as follows.

1. BACKGROUND

1.1 This Agreement is made under (and subject to) the Revised and Renewed Collaboration and Research Frame Agreement between ETH Zurich and The Walt Disney Company (Switzerland) GmbH.

1.2 ETH Zurich and DEI jointly own the Invention described in Exhibit A.

1.3 ETH Zurich wishes to sell its portion of the jointly-owned right, title, and interest in all patents and patent applications on the Invention to DEI, in exchange for the Purchase Price and a License Back.

1.4 DEI wishes to purchase ETH Zurich's rights in the Purchased Patents in exchange for the Purchase Price and a License Back to ETH Zurich.

2. DEFINITIONS

2.1 All capitalized terms not defined in this PPA have the meanings set forth in the Revised and Renewed Collaboration and Research Frame Agreement ("R&R CRFA").

2.2 "Purchased Patents" means all patents, patent applications (including provisional applications), reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications, in any country or jurisdiction, including without limitation utility models, as listed in Exhibit A.

3. PAYMENT

3.1 Disney agrees to pay ETH Zurich Ten Thousand U.S. Dollars ("Purchase Price").

3.2 On or after the Effective Date, ETH Zurich will send an invoice for the Purchase Price to DRZ.

3.3 Disney will pay the invoice within 30 days of receipt.

4. TRANSFER OF PATENTS and LICENSE BACK

4.1 ETH Zurich hereby sells, assigns, transfers, and conveys to DEI ownership

of all right, title and interest it has in and to the Purchased Patents, including without limitation, all rights of ETH Zurich under all agreements by which rights in the Purchased Patents were assigned to ETH Zurich.

4.2 ETH Zurich hereby sells, assigns, transfers, and conveys to DEI all right, title, and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Purchased Patents, including without limitation all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Purchased Patents.

4.3 DEI hereby grants ETH Zurich a License Back (as defined in the R&R CRFA) to the Purchased Patents.

5. ADDITIONAL OBLIGATIONS

5.1 Further Cooperation. At the reasonable request of Disney, ETH Zurich shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Disney the benefit of the transactions contemplated hereby. In the event a foreign counterpart, continuation, or divisional is omitted from the list of Purchased Patents, ETH Zurich shall take prompt steps to include the omitted foreign counterpart, continuation, or divisional within the scope and coverage of this Agreement with no additional payment by Disney.

6. REPRESENTATIONS AND WARRANTIES

6.1 Except as specifically set forth below, ETH Zurich transfers its rights in the Purchased Patents "as-is," without warranty of any kind.

6.2 ETH Zurich represents and warrants to Disney that ETH Zurich has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

6.2 ETH Zurich represents and warrants to Disney that to the best of ETH Zurich's knowledge, (i) it has good and marketable joint title to the Purchased Patents, including without limitation joint rights, title, and interest in the Purchased Patents to sue for infringement thereof; (ii) the Purchased Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer; (iii) there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Purchased Patents; and (iv) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Purchased Patents.

6.3 ETH Zurich represents and warrants to Disney that it has informed Disney of any rights or licenses ETH Zurich has granted under the Purchased Patents. Disney represents and warrants that it will not interfere with any licenses to the Purchased Patents granted by ETH Zurich prior to the Effective DATE

6.4 Except in cases of publications or software releases to third parties (including open source software licenses) agreed by the Parties and listed in Exhibit C, ETH Zurich represents and warrants to Disney that Disney will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Purchased Patents as a result of ETH Zurich's actions with respect to the Purchased Patents.

6.6 ETH Zurich represents and warrants to Disney that ETH Zurich has not put a third party on notice of actual or potential infringement of any of the Purchased Patents.

7. MISCELLANEOUS

7.1 Limitation on Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.2 Limitation of Liability. DISNEY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF FUNDS AS REQUIRED PURSUANT TO SECTION 3. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.3 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties shall be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

7.4 The terms of this Agreement will be considered Confidential Information.

7.5 The terms and conditions of the Revised and Renewed Collaboration and Research Frame Agreement and this Agreement, including its exhibits, constitute the entire agreement between the Parties with respect to the subject matter hereof, and merge and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both Parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as

one and the same instrument.

7.6 The Parties hereto are independent contractors. Neither Party has any express or implied right or 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. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between ETH Zurich and Disney.


7.7 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

7.8 Waiver. Failure by either Party to enforce any term of this Agreement shall 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.

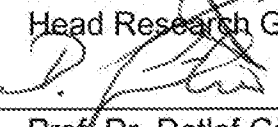
7.9 Assignment. The terms and conditions of this Agreement shall inure to the benefit of Disney, its successors, assigns and other legal representatives, and shall be binding upon ETH Zurich, its successor, assigns and other legal representatives.

ASSIGNOR
ETH Zurich

Date: 01 März 2016

By: 
Name: Prof. Dr. Markus Gross
Title: Head Research Group

Date: _____

By: 
Name: Prof. Dr. Detlef Günther
Title: VP Research & Corporate Relations

ASSIGNEE
DEI

Date: March 4, 2016


By: 
Name: Roger Kennedy
Title: VP

Exhibit A to
Patent Purchase Agreement

Invention	
Invention Title	Perceptual Color Transformations for Wide Color Gamut Video Coding
Invention Description	Disney Docket Number 15-DIS-127-STUDIO-US-PRO (provisional) and 15-DIS-127-STUDIO-US-UTL (non-provisional)
Related Published Paper	
Patent Application Serial No.	62/156,124 (provisional) and 14/862,027 (non-provisional)
Patent Application Filing Date	May 1, 2015 (provisional) and September 22, 2015 (non-provisional)
U.S. Patent Publication No.	
U.S. Patent No.	
International Patent and Publication Nos.	

**Exhibit B to
Patent Purchase Agreement**

ASSIGNMENT OF RIGHTS, TITLE, AND INTEREST IN INVENTION

This is an Assignment of the following rights, title and interest: (*check all that apply*)

- ☒ United States of America rights, title and interest in the invention
- ☒ Foreign rights, title and interest in the invention
- ☒ The following United States Patent Application

United States Patent Application No.: 14/862,027

which was filed: September 22, 2015

- ☒ United States Provisional Patent Application Serial No.: 62/156,124
- ☐ United States Patent No(s).:
- ☐ International (PCT) Patent Application Serial No.:
- ☐ Other (*specify*):

TITLE OF THE INVENTION:

Perceptual Color Transformations for Wide Color Gamut Video Coding

Assignor

Name	Address
ETH Zurich (Eidgenoessische Technische Hochschule Zurich) ("ETH Zurich")	Raemistrasse 101, 8092 Zurich, Switzerland

Assignee

Name	Address
Disney Enterprises, Inc. ("DEI")	500 South Buena Vista Street, Burbank, CA 91521

Whereas, the above-identified Assignor is the joint owner of all right, title, and interest in and to certain new and useful improvements in the Invention identified

**PATENT
REEL: 038008 FRAME: 0735**

above and described in the above-identified patent application(s) or patent(s) (hereinafter referred to as "Invention");

And, whereas Assignor desires to assign its above-identified rights, title, and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

Assignor hereby assigns, sells, and transfers its above-identified rights, title, and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title, and interest thereto;

And Assignor further agrees to assign, and hereby assigns, to Assignee all other rights under the assignment received by Assignor from the inventor(s), which assignment (if applicable) was recorded in the U.S. Patent and Trademark Office at Reel 036627, Frame 0221, on the 22th day of September, 2015.

ASSIGNOR
ETH Zurich

Date: 01 März 2016

By: 

Name: Prof. Dr. Markus Gross
Title: Head Research Group

Date: _____

By: 

Name: Prof. Dr. Detlef Günther
Title: VP Research & Corporate Relations

ASSIGNEE
DEI

Date: March 4, 2016

By: 

Name:

Title:

Roger Kennedy
VP

PATENT

REEL: 038008 FRAME: 0737

Exhibit C to

Patent Purchase Agreement

Licenses and Encumbrances		
Patent/Application Number	License, Covenant not to Sue, or Other Encumbrance	Date
U.S. Pat. Appl. No. 14/862,027		