

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
KINYA WASHINO	04/25/2016

RECEIVING PARTY DATA

Name:	LIGHTSIDE TECHNOLOGIES, LLC
Street Address:	1400 PRESTON ROAD
Internal Address:	# 400
City:	PLANO
State/Country:	TEXAS
Postal Code:	75093

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5999220
Patent Number:	6370198
Patent Number:	7474696
Patent Number:	8228979
Patent Number:	8374253
Patent Number:	8842727
Patent Number:	8873640
Patent Number:	9113021
Application Number:	14525142

CORRESPONDENCE DATA

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PATENT

ATTORNEY DOCKET NUMBER:	1753-001
NAME OF SUBMITTER:	ALBERTO INTERIAN III
SIGNATURE:	/ALBERTO INTERIAN III/
DATE SIGNED:	06/27/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Washino_MFI_Lightside_Assignment#page1.tif source=Washino_MFI_Lightside_Assignment#page2.tif source=Washino_MFI_Lightside_Assignment#page3.tif source=Washino_MFI_Lightside_Assignment#page4.tif source=Washino_MFI_Lightside_Assignment#page5.tif	

ASSIGNMENT OF PATENT AND ASSOCIATED RIGHTS

This Patent Assignment ("Assignment" or "Agreement") is by and between Kinya Washino of 80 Hamilton Street, Dumont, New Jersey 07624 ("Assignor"), Multi-Format, Inc., a corporation organized and existing under the laws of the state of New Jersey ("Multi-Format"), and Lightside Technologies, LLC ("Assignee"), a limited liability company organized and existing under the laws of state of Texas, and shall be effective as of the date it is last signed by a party hereto.

RECITALS

A. Assignor is the sole owner of the patents and patent applications set forth on Schedule A ("Patents");

B. Assignor is the sole owner of at least some of the Patents by way of assignment from Multi-Format; and

C. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, his entire right, title and interest in and to the Patents, and the rights set forth below.

AGREEMENT

NOW THEREFORE, in view of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, titles and interests in, to and under the following:

(a) the Patents and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all other inventions set forth therein which Assignor possess any rights;

(b) all rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any government's jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations, and all rights derived from agreements relating to the Patents granted by Assignor to any third party;

(c) any and all claims and causes of action, with respect to any of the Patents or Licenses, whether accruing before, on or after the Effective Date, including, without limiting the generality of the foregoing, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default.

2. Recordation and Further Actions.

(a) Each of Assignor and Multi-Format authorizes the Commissioner for Patents for the United States Patent and Trademark Office ("USPTO") and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. Each of Assignor and Multi-Format hereby grants Assignee a limited power of attorney to prepare and execute any and all such documents as may be necessary to perfect and record this Assignment with the USPTO, or any other government body or intellectual property registrar. Additionally, if Assignee reasonably believes it is desirable or necessary, each of Assignor and Multi-Format shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all right, title and interest in and to the Patents and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment. Each party shall bear its own costs incurred while performing its obligations under this Section 2(a).

(b) Without limiting any of the foregoing provisions of this Section 2, each of Assignor and Multi-Format hereby warrants and represents that he, it, his or its employees, consultants, directors and agents shall testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intents and purposes of this Patent Assignment. Assignee shall reimburse Assignor or Multi-Format for all costs reasonably incurred by Assignor while performing its obligations to testify under this Section 2(b).

(c) Each Assignor and Multi-Format further agrees to: (i) cooperate with Assignee in the enjoyment of the rights transferred herein; (ii) execute, verify, acknowledge and deliver all such further papers, including further instruments of transfer; and (iii) perform such other acts as Assignee lawfully may request to exercise its any or all of its rights, title, or interest acquired under this Agreement.

3. General.

(a) Entire Agreement. This Assignment, together with all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supercede all prior understandings and agreements, both written and oral, with respect to such subject matter.

(b) Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

(d) Interpretation. When a reference is made in this Agreement to Sections, Exhibits, Appendices or Schedules, such reference shall be to a Section of or Exhibit, Appendix or

Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the Effective Date. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

(e) **Reformation and Severability.** If any section or provision of this Agreement is held to be invalid or unenforceable, to the maximum extent permitted by law, the court shall equitably reform the section or provision to give effect to the parties' intents and purposes. Each section or provision of this Agreement constitutes a separate and distinct undertaking. If any such unenforceable section or provision is not reformable, the court shall sever it from this Agreement and give effect to the remaining enforceable sections and provisions.

(f) **Governing Law.** All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the state of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the state of Michigan or any other jurisdiction).

(g) **Jurisdiction and Venue.** Venue for any dispute arising out of this Agreement shall only be proper in courts of competent jurisdiction in Oakland County, Michigan, and each party submits to the jurisdiction of the foregoing courts.

(h) **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Further, each party represents and warrants that it is not prohibited to enter into this agreement, or in any way encumbered in performing such party's obligations hereunder, by any contractual, legal, or other third party or governmental obligation.

(i) **Further Actions.** Each party agrees to take all such other and further actions as may be necessary to carry out the intents and purposes of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties set forth their hands below.

KINYA WASHINO
(Assignor)

By: 

Kinya Washino, Individually

Dated: April 25, 2016.

LIGHTSIDE TECHNOLOGIES, LLC
(Assignee)

By: 

Marc Shulman, Managing Member

Dated: April 25, 2016.

MULT-FORMAT, INC
(Multi-Format)

By: 

Kinya Washino, President

Dated: April 25, 2016.

SCHEDULE A

- * 5,999,220 United States (Multi-Format Audio/video Production System with Frame Rate Conversion): Expansion of the US 5,537,157 patent claims to cover asynchronous applications such as Internet movie downloading. Issued 12/7/99. Filed 4/7/97.
- * 6,370,198 United States (Wide Band Multi-Format Audio-Video Production System with Frame Rate Conversion): (A continuation of the 5,999,220). Issued 2/9/02. Filed 5/6/99.
- * 7,474,696 United States (Wide Band Multi-Format Audio-Video Production System with Frame-Rate Conversion) (A continuation of the 5,999,220). Issued 1/06/09. Filed 4/05/02.
- * 8,228,979 United States (Wide Band Multi-Format Audio-Video Production System with Frame-Rate Conversion). (A continuation of the 7,474,696, the 6,370,198, and the 5,999,220). Issued 7/24/12. Filed 01/05/09
- * 8,374,253 United States (Wide Band Multi-Format Audio-Video Production System with Frame-Rate Conversion) (A continuation of the 8,228,979, the 7,474,196, the 6,370,198, and the 5,999,220) Issued 02/12/13. Filed 05/24/11
- * 2,332,049 Canadian version of US 6,370,198 (Wide Band Multi-Format Audio-Video Production System with Frame Rate Conversion): Issued 01/03/06
- * 2,243,859 Canadian (Multi-Format Audio/video Production System with Frame Rate Conversion). Issued 12/27/2005. Filed 01/03/2001.
- * 2,286,194 Canadian version of US 5,999,220 (Multi-Format Audio/video Production System with Frame Rate Conversion). Issued 01/10/06
- * CN 1306724 (also published as CN1127852 C) Chinese version of US 6,370,198 (Wide Band Multi-Format Audio-Video Production System with Frame Rate Conversion). Issued 11/27/2009. Filed 05/07/1999.
- * 8,842,727 United States (Wide-Band Multi-Format Audio-video System with Frame-Rate Conversion) (Continuation of US 8,228,979) Issued 09/23/14. Filed 07/12/12.
- * 8,873,640 United States (Wide-Band Multi-Format Audio-video System with Frame-Rate Conversion) (Continuation of US 8,228,979) Issued 10/28/14. Filed 01/29/13.
- * 9,113,021 United States (Wide-Band Multi-Format Audio/Video Production System with Frame-Rate Conversion) Production System with Frame-Rate Conversion) (Continuation of US 8,842,727) Filed 09/22/14.
- * Pending United States Application 14/525,142 (Wide Band Multi-Format Audio-Video Recording and Production System with Frame-Rate Conversion) (Continuation of US 8,873,640) Filed 10/27/14.
- * Pending European Application 96904562.4, EP publication EP997039 (Multi-Format Audio - Video Production System with Frame-Rate Conversion) (EU version of US 7,474,696) Filed 01/23/96.
- * Pending European Application 99922863.8, EP publication EP1084578 (Wide Band Multi-Format Audio - Video Production System with Frame-Rate Conversion) (EU version of US 6,370,198) Filed 05/07/99.