

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4794247

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICOY CORPORATION	12/08/2016
RECEIVING PARTY DATA		
Name:	DD MICOY, INC.	
Street Address:	C/O DIGITAL DOMAIN 3.0, INC.	
Internal Address:	12641 BEATRICE STREET	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90066	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7796152
CORRESPONDENCE DATA		
Fax Number:	(952)435-0299	
<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:	(952) 435-0200	
Email:	glemaire@lemairepatent.com	
Correspondent Name:	LEMAIRE PATENT LAW FIRM, P.L.L.C.	
Address Line 1:	P.O. BOX 1818	
Address Line 4:	BURNSVILLE, MINNESOTA 55337	
ATTORNEY DOCKET NUMBER:	1774.004US1	
NAME OF SUBMITTER:	GREGORY A. LEMAIRE	
SIGNATURE:	/Gregory A. Lemaire/	
DATE SIGNED:	01/25/2018	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**") is dated as of December 8, 2016, by and between MICOY CORPORATION, a Nevada Corporation ("**Assignor**"), and DD MICOY, INC., a Delaware Corporation ("**Assignee**"). Assignor and Assignee are collectively referred to herein as the "**Parties**" and each, a "**Party**."

WHEREAS, the Parties entered into an Asset Purchase Agreement (the "**Purchase Agreement**") dated October 28, 2016, providing for, among other things, the grant, sale, conveyance, transfer, assignment, and delivery by Assignor to Assignee all of Assignor's right, title, interest and goodwill in all of the Intellectual Property included within the Purchased Assets, and the execution and delivery by Assignor of this IP Assignment is a requirement to closing the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Defined Terms**. For purposes of this IP Assignment, all capitalized terms shall have the meanings given to such terms in the Purchase Agreement and Exhibits thereto.
2. **Assignment of Intellectual Property**. Subject to the terms and conditions set forth in the Purchase Agreement, Assignor hereby grants, sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, free and clear of all Encumbrances, all right, title, and interest in all of the Intellectual Property comprising or encompassed within the Purchased Assets (the "**Assigned IP**") including, without limitation, as set forth on **Schedule A** attached hereto and all goodwill associated therewith.
3. **Further Rights**. In accordance with the Purchase Agreement, the assignment of the Assigned IP includes, without limitation, an assignment of, and Assignor hereby grants, bargains, sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest in Assignor's: (a) income, royalties, damages and payments due or payable as of the Closing Date or thereafter with respect to such Assigned IP (including damages and payments for past, present or future infringements, misappropriations or violations thereof), if any; (b) right to sue and recover for past, present and/or future infringements, misappropriations or violations thereof; (c) right to file applications for and secure registrations thereof and to renew, extend, maintain, abandon or otherwise control any such Assigned IP.
4. **Recordal/Further Assurances**. Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of such Assigned IP and hereby consents to such recordal. Assignor further covenants that, at the request of Assignee, Assignor will at all times do all such further acts and execute all such documents, at Assignor's sole cost and expense, as may be reasonably necessary or desirable to secure the rights of Assignee to all of the rights assigned to Assignee hereunder and assist in the resolution of any questions or challenges concerning such Intellectual Property. Assignor hereby agree to cooperate, at

Assignor's sole cost and expense, with Assignee in all matters concerning the implementation of the provisions of this IP Assignment, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental entities, or the taking of other actions reasonably necessary or advisable, to transfer all Assigned IP to Assignee, including without limitation, those set forth in any schedule hereto.

Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the Assigned IP as may be (or later become) known and accessible to Assignor, and Assignor will testify as to the same in any Patent, Trademark, or Copyright Office proceeding or litigation related to the Assigned IP and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for obtain, maintain and enforce the Assigned IP, which may be necessary or desirable to carry out the purposes of this IP Assignment.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
6. Purchase Agreement. This IP Assignment is being executed and delivered by Assignor to Assignee pursuant to the Purchase Agreement and is made subject to the provisions of the Purchase Agreement. Assignor's and Assignee's liability in connection with this IP Assignment shall be governed solely by the provisions of the Purchase Agreement.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Intellectual Property to be executed and delivered by themselves or their duly authorized officers, as appropriate, as of the day and year first above written.

ASSIGNOR:

MICOY CORPORATION

ASSIGNEE:

DD MICOY, Inc.

By: 

Name: DON PIERCE

Title: PRESIDENT/CEO

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Intellectual Property to be executed and delivered by themselves or their duly authorized officers, as appropriate, as of the day and year first above written.

ASSIGNOR:

MICOY CORPORATION

By: _____

Name:

Title:

ASSIGNEE:

DD MICOY, Inc.

DocuSigned by:
Amit Chopra
4BA1F6B2A69649B...

By: _____

Name:

Title:

SCHEDULE A

U.S. Patents:

US 6,947,059 - Stereoscopic Panoramic Image Capture Device
US 7,429,997 - System and Method for Spherical Stereoscopic Photographing
US 7,347,555 - Multi-Dimensional Imaging Apparatus, Systems and Methods
US 7,553,023 - Multi-Dimensional Imaging Apparatus, Methods and Systems (Divisional)
US 7,656,403 - Image Processing and Display (Method for 3D Stereo Playback)
US 7,796,152 - Multi-Dimensional Imaging
US 7,872,665 - Image Capture and Processing
US 8,334,895 - Image Capture and Processing Using Converging Rays (Divisional)
US 8,885,024 - Stereo Imagers and Projectors, and Method (Divisional)
US 8,890,940 - Stereo Image Capture and Processing (Divisional)

Software Modules:

360-3D Rendering Module Source Code

Trademarks:

MICOY (common-law trademark only)