

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5280569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
SHENZHENSHI HAITIECHENG SCIENCE AND TECHNOLOGY CO., LTD.,	08/11/2017
VIRTUE GLOBAL HOLDINGS LIMITED	08/11/2017
RECEIVING PARTY DATA	
Name:	REARDEN MOVA, LLC
Street Address:	211 S. WHISMAN RD
Internal Address:	SUITE D
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8194093
CORRESPONDENCE DATA	
Fax Number:	(408)675-0442
<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:	(408)675-0441
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Correspondent Name:	NICHOLSON DE VOS WEBSTER & ELLIOTT LLP
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Address Line 4:	SAN JOSE, CALIFORNIA 95113
ATTORNEY DOCKET NUMBER:	6181P308
NAME OF SUBMITTER:	THOMAS C. WEBSTER, REG. NO., 46,154
SIGNATURE:	/Thomas C. Webster/
DATE SIGNED:	12/12/2018
Total Attachments: 93	
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REARDEN, LLC, REARDEN MOVA, LLC,
8 MO2, LLC, and MOVA, LLC

FILED
OCT 02 2017
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13
14 SHENZHENSHI HAITIECHENG
SCIENCE AND TECHNOLOGY CO., LTD., a
15 People's Republic of China corporation,

16 Plaintiff,

17 and

18 VIRTUE GLOBAL HOLDINGS LIMITED, a
business company incorporated in the British
19 Virgin Islands,

20 Intervenor,

21 v.

22 REARDEN, LLC, a California Limited Liability
Company; REARDEN MOVA, LLC, a California
23 Limited Liability Company; MO2, LLC, a
California Limited Liability Company; and
24 MOVA, LLC, a California Limited Liability
Company,

25 Defendants.

26 AND RELATED COUNTERCLAIMS.
27

Case No. 3:15-cv-00797 JST (SK)

~~PROPOSED~~ JUDGMENT

28 [PROPOSED] JUDGMENT

CASE No. 3:15-cv-00797-JST(SK)


1 For the reasons stated in the Court's Statement of Decision (D.I. 427), and pursuant to
2 Federal Rules of Civil Procedure 54(b) and 58, the Court's Judgment is **ENTERED** as follows:

3 Judgment is hereby entered in favor of Defendants Rearden, LLC, Rearden MOVA, LLC,
4 MO2, LLC, and MOVA, LLC (collectively, "Rearden"), and against Virtue Global Holdings
5 Limited ("VGH"), on all claims asserted in VGH's Intervenor Complaint (D.I. 307).

6 This Court retains jurisdiction to enforce its Orders regarding the return of the MOVA Assets
7 to Rearden, and to adjudicate an award of attorneys' fees and costs to Rearden.

8 This judgment may be appealed immediately.

9
10 IT IS SO ORDERED this 2nd day of September 2017.

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12 
13 Honorable Jon S. Tigar
14 United States District Judge
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REARDEN, LLC, REARDEN MOVA, LLC,
8 MO2, LLC, and MOVA, LLC

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION
13

14 SHENZHENSHI HAITIECHENG
SCIENCE AND TECHNOLOGY CO., LTD., a
15 People's Republic of China corporation,

16 Plaintiff,

17 and

18 VIRTUE GLOBAL HOLDINGS LIMITED, a
business company incorporated in the British
19 Virgin Islands,

20 Intervenor,

21 v.

22 REARDEN, LLC, a California Limited Liability
Company; REARDEN MOVA, LLC, a California
23 Limited Liability Company; MO2, LLC, a
California Limited Liability Company; and
24 MOVA, LLC, a California Limited Liability
Company,

25 Defendants.

26 AND RELATED COUNTERCLAIMS.
27
28

FILED
OCT 02 2017
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Case No. 3:15-cv-00797 JST (SK)

~~PROPOSED~~ ORDER REGARDING THE
RETURN OF MOVA ASSETS

[PROPOSED] ORDER

CASE NO. 3:15-CV-00797-JST(SK)

1 Pursuant to the findings of this Court in the Statement of Interest issued August 11, 2017
2 (D.I. 427), **IT IS ORDERED** that Shenzhenshi Haitiecheng Science and Technology Co., Ltd.,
3 Virtue Global Holdings Limited, and/or any party acting in concert with them (e.g., Digital Domain
4 3.0, Inc.) shall return forthwith the following assets to Defendants Rearden, LLC, Rearden MOVA,
5 LLC, MO2, LLC, and MOVA, LLC (collectively, "Rearden"):

6 1. MOVA Hardware - All hardware related to the MOVA Assets, including but not
7 limited to all lighting, rigging, cameras, computers, servers, physical storage media (such as hard
8 drives, solid-state disks, portable disk drives, CDs, CDRs, DVDs, Blu-rays, portable USB drives,
9 and any other storage media, etc.).

10 2. MOVA Software, Source code, and Output files - All software, source, and object
11 code related to the MOVA Assets, including the Contour program and all related MOVA Contour
12 output files created by MOVA that were taken by Mr. LaSalle and/or others (e.g., SHST, VGH,
13 DD3, or others acting in concert with these entities) from Rearden, OnLive, Inc. ("OnLive"), or OL2
14 LLC ("OL2").

15 3. MOVA Business Records - All business records taken from Rearden, OnLive, or OL2
16 by Greg LaSalle, SHST, VGH and/or DD3, or others acting in concert with any of them, including,
17 without limitation: (a) business records relating to the MOVA patents, copyrights, and trademarks;
18 (b) business records provided to DD3; (c) MOVA-related trade show, conference, and award
19 materials; (d) MOVA-related website materials; (e) MOVA-related marketing and sales materials;
20 (f) MOVA-related press materials, releases, briefings and publications; (g) emails sent from, or
21 received to, any MOVA Asset domain name, including without limitation, mova.com, and all
22 MOVA Asset domain name website files; and (h) records between Rearden, MO2, and/or Greg
23 LaSalle on the one hand and attorneys representing Rearden and/or MO2 on the other hand,
24 including without limitation Alan Kalin.

25 4. MOVA Domain Names - All MOVA Asset-related domain names, including, but not
26 limited to, mova.co, mova.com, movacontour.com, movacontour.tv, realitycapture.com,
27 realitycapture.net, and realitycapture.tv. SHST, VGH and/or any party acting in concert with them
28 (e.g., Digital Domain 3.0, Inc.) shall also cooperate with Rearden to acquire the domain names

1 movacontour.net and realitycapture.org to the extent their cooperation would expedite such
2 acquisition.

3 5. MOVA Patent Assignments - SHST, VGH and/or any party acting in concert with
4 them (e.g., Digital Domain 3.0, Inc.) shall file with the USPTO corrective documents in the form
5 attached as Exhibit A for at least the MOVA U.S. Patents set forth in Exhibit B.

6 **IT IS FURTHER ORDERED** that counsel for VGH shall serve a copy of this Order on any
7 party who, in VGH's or VGH's counsel's knowledge, is in possession of any of the MOVA Assets,
8 including without limitation DD3.

9 *2nd day of October, 2017.*
10 IT IS SO ORDERED this _____ day of September 2017:-

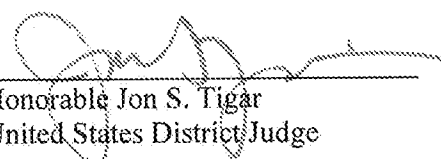
11 
12 _____
13 Honorable Jon S. Tigar
14 United States District Judge

EXHIBIT A

Form PTO-1595 (Rev. 6-12)
OMB No. 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies) VIRTUE GLOBAL HOLDINGS LIMITED 8 FINANCE STREET C/O SUITE 7003, 70/F, TWO INTERNATIONAL FINANCE CENTRE CENTRAL HONG KONG HONG KONG Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>REARDEN MOVA, LLC</u> Internal Address: _____ _____ Street Address: <u>355 BRYANT STREET, SUITE 110</u> _____ City: <u>SAN FRANCISCO</u> State: <u>CALIFORNIA</u> Country: <u>US</u> Zip <u>94107</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance/Execution Date(s): Execution Date(s) _____ <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <u>correct error in prior recorded document</u></p>	<p>4. Application or patent number(s): <input type="checkbox"/> This document serves as an Oath/Declaration (37 CFR 1.63). A. Patent Application No.(s) <u>14/187,759; 14/754,651</u> B. Patent No.(s) <u>8,194,093; 7,633,521; 7,605,861; 8,659,668; 7,548,272;</u> <u>7,567,293; 7,667,767; 8,207,963</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Thomas C. Webster</u> Internal Address: _____ _____ Street Address: <u>99 Almaden Boulevard, Suite 710</u> _____ City: <u>San Jose</u> State: <u>CA</u> Zip <u>95113</u> Phone Number: <u>(408) 675-0441</u> Docket Number: _____ Email Address: <u>tom@ndwe.com</u></p>	<p>6. Total number of applications and patents involved: <u>10</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>400.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: _____ _____ Signature Date _____ Name of Person Signing Total number of pages including cover sheet, attachments, and documents: <input style="width: 50px; height: 20px;" type="text"/></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed as an Oath/Declaration (37 CFR 1.63).

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Patents Involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

EXHIBIT B

MOVA U.S. Patents and Patent Applications

- U.S. Pub. No. 14/187,759
- U.S. Pub. No. 14/754,651
- U.S. Patent No. 8,194,093
- U.S. Patent No. 7,633,521
- U.S. Patent No. 7,605,861
- U.S. Patent No. 8,659,668
- U.S. Patent No. 7,548,272
- U.S. Patent No. 7,567,293
- U.S. Patent No. 7,667,767
- U.S. Patent No. 8,207,963

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SHENZHENSHI HAITIECHENG
SCIENCE AND TECHNOLOGY CO.,
LTD., ET AL.,

Plaintiffs,

v.

REARDEN LLC, et al.,

Defendants.

Case No.15-cv-00797-JST

STATEMENT OF DECISION

This matter came before the Court for trial on December 5, 6, 7, 8, 12, 13, and 14, 2016. The parties submitted proposed findings of fact and conclusions of law on December 22, 2016. Having considered the evidence, and the parties’ arguments,¹ and good cause appearing, the Court now finds and orders as follows:

I. FINDINGS OF FACT

This case concerns a dispute about ownership of the physical equipment and intellectual property that the parties refer to collectively as the “Mova Assets,” the “Mova technology,” or simply “Mova.” The Mova Assets are used for facial motion capture – the process of capturing the deformation of the surface of the human face for use in computer graphics, animation, and similar applications. Mova has been used in many successful movies.

At the heart of the case is the relationship between two men: Greg LaSalle and Steve Perlman. Perlman is an inventor and entrepreneur who has owned and operated various companies. In 2006, he founded Rearden LLC, which he describes as a “technology and creative

¹ The Court has also incorporated the parties’ stipulated facts where appropriate. ECF No. 318 at 7-10.

1 incubator.” There were corporate predecessors to Rearden² that performed a similar function.
 2 Perlman has been the CEO of Rearden since its inception. Rearden develops new technologies,
 3 assigns them to subsidiaries, and – if the technologies are successful – spins the subsidiaries off as
 4 separate companies.³

5 Greg LaSalle is an audio and visual engineer whose formal education was in music.
 6 Following graduation from college, he taught at a music academy, then started and successfully
 7 operated a chain of music stores on the East Coast. In 2000, LaSalle became aware of an
 8 opportunity to work for Perlman. He sold his music stores and moved to California.

9 Two other Rearden employees are also relevant to this story. Cindy Ievers has been the
 10 Human Resources Manager of Rearden LLC and its predecessor-in-interest since 2004, and has
 11 also served as Controller and Vice President of Finance. She is currently Vice-President of
 12 Finance and HR Manager. Ken Pearce is an engineer with a long and successful career in the
 13 computer graphics and animation field. Pearce began working for Rearden in 2003 as the Director
 14 of Visual Development.

15 As a result of the events underlying this case, LaSalle and Perlman no longer speak. Prior
 16 to those events, however, the two men were extremely close. LaSalle would spend time with
 17 Perlman and his family several times per month outside of work. LaSalle was at the hospital when
 18 both of Perlman’s children were born. With one exception, they spent each Christmas and New
 19 Year’s Eve together since LaSalle joined the company.

20 Over the years, Perlman was also very generous with LaSalle. For example, Perlman took
 21 LaSalle’s family with his own family on vacation; he frequently treated LaSalle to skiing trips and
 22 dinners; he allowed LaSalle to use his family home in Lake Tahoe; in certain years, he gave
 23 LaSalle and his wife substantial cash gifts; and he paid for medical services to help LaSalle
 24 recover from a serious accident.

25 _____
 26 ² The entity known as Rearden LLC seems to have been known by various other names at
 27 different times, such as Rearden Steel Studios and Rearden Labs. For purposes of this order, the
 28 Court refers to the entity simply as Rearden or Rearden LLC.

³ No party’s witnesses were entirely credible, and neither side succeeded in presenting a totally
 coherent picture of the historical facts, but Steve Perlman’s testimony was the most credible and
 conflicts in the testimony have largely been resolved in his favor.

1 When LaSalle joined the company that became Rearden, Perlman was building the facility
2 that would become Rearden Studios. Perlman told LaSalle he wanted the facility to serve several
3 functions – as a business incubator, but also to develop motion capture technology. Motion
4 capture is a process of recording the actions of human actors, and using the information generated
5 from that recording to animate digital models in computer animation. LaSalle assumed both
6 responsibilities shortly after joining Rearden.

7 Rearden’s first motion capture technology was called Contour. Work on Contour began in
8 earnest in 2003 or 2004. At that time, there existed good motion capture technology for the
9 human body, but not yet for the face. The goal of Contour was to accurately capture the way the
10 face moves, i.e., to capture the surface of the skin deforming over time. Contour was associated
11 with an entity Perlman established called Mova, which he moved into its own space in San
12 Francisco separate from the Rearden space. Because of this association, people began to refer to
13 the Contour technology as “Mova.”

14 Mova technology consists of two components. One is the hardware, which is a series of
15 synchronized lights, cameras and associated hardware that records the actor’s performance. The
16 second is a software component that turns the recorded images into 3D scans per frame and then
17 into data that can be used for computer generated images. There also is special material that is
18 applied to the surface of the human face.

19 The Mova development team consisted of LaSalle, Perlman, Pearce, and others. Initially,
20 LaSalle’s role was to support Perlman and other team members, but eventually LaSalle became
21 the motion capture supervisor, in charge of setting the system up, running the system and
22 overseeing the team that would process the data. However, LaSalle was not individually
23 responsible for the development of any aspect of the Mova technology. The development
24 happened as part of a team process. After years of development, the Mova technology made its
25 debut in the summer of 2006. The Mova technology is the subject of several patents.

26 In 2007, Perlman transferred the Mova technology to OnLive, one of Perlman’s incubated
27 companies. OnLive had originally been a video game streaming service, and the remainder of its
28 business did not relate to motion capture or the production of content for motion pictures. When

1 the Mova technology moved to OnLive, Pearce and LaSalle moved with it. OnLive began
 2 providing Mova services to customers, which were chiefly film studios who wanted to use OnLive
 3 to create content for motion pictures. OnLive's customers included the Walt Disney Company,
 4 Digital Domain (a visual effects company), and Industrial Light & Magic. Mova was not
 5 profitable at this time.

6 In August 2012, OnLive went through an assignment for the benefit of creditors.⁴ As part
 7 of that process, OnLive was shut down and reborn as a new company called OL2. The Mova
 8 Assets were transferred from OnLive to OL2. Because Gary Lauder was the Managing Director
 9 of Lauder Partners LLC ("Lauder Partners"), which had been the lead investor in OnLive, he
 10 began running OL2. OL2 hired 60 of OnLive's employees, but did not hire LaSalle or Pearce,
 11 both of whom lost their jobs.

12 Perlman then rehired both LaSalle and Pearce to work at Rearden. On August 20, 2012, at
 13 the beginning of their reemployment, LaSalle and Pearce each signed an Employment Agreement,
 14 a Proprietary Information and Inventions Agreement ("PIIA"), and an Agreement to Arbitrate,
 15 which were Rearden's standard employment documents, on August 20, 2012. LaSalle's title was
 16 General Manager and also "Motion Capture Supervisor." Relevant to the this case, Section A.2 of
 17 the PIIA defines "[Rearden's] Business" to include "creation and production of . . . special effects,
 18 performance motion capture, . . . video editing," and "development of motion, facial and surface
 19 capture technology and related human and non-human 2D and 3D rendering and animation
 20 technologies." Section A.3 of the PIIA defines "Proprietary Information" as "information that was
 21 or will be developed, created, or discovered by or on behalf of the Company, or which became or
 22 will become known by, or was or is conveyed to the Company, which has commercial value in the
 23 Company's Business." "By way of illustration but not limitation, Proprietary Information
 24 includes . . . intellectual property . . . including but not limited to all copyrights, patents,
 25

26 _____
 27 ⁴ "An assignment for the benefit of creditors (ABC) is a business liquidation device available to an
 28 insolvent debtor as an alternative to formal bankruptcy proceedings." David S. Kupetz,
 "Assignment for the Benefit of Creditors: Effective Tool for Acquiring and Winding Up
 Distressed Businesses," Business Law Today (Nov. 2015)
 (https://www.americanbar.org/publications/blt/2015/11/05_kupetz.html)

1 trademarks, service marks, trade secrets, [and] contract rights.” Section B of the PIIA, entitled
2 “Assignment of Rights” states: “All Proprietary Information . . . is and shall be the sole property
3 of the Company. I hereby assign to the Company any and all rights, title and interest I may have
4 or acquire in such Proprietary Information.”

5 Exhibit A to the PIIA provides a space for the employee to list “all Inventions or
6 improvements relevant to the subject matter of my employment by the Company and/or that relate
7 to the Company’s Business . . . that I desire to remove from the operation” of the PIIA. LaSalle
8 placed an “x” next to a sentence indicating that there were no such inventions or improvements he
9 wished to exclude. The documents also included a section entitled “Duty of Loyalty,” which
10 provided, “I agree that during my employment with the company, I will not provide consulting
11 services to or become an employee of any other firm or person engaged in a business in any way
12 competitive with the company without first informing the company of the existence of such
13 proposed relationship and obtaining the prior written consent of my manager and the human
14 resources manager responsible for the organization in which I work.”

15 In September 2012, shortly after LaSalle rejoined Rearden, Perlman discussed the
16 possibility of LaSalle and Pearce acquiring Mova from OL2. Perlman stated that he would help in
17 the negotiations, pay any legal fees required to establish an acquiring subsidiary, and then give the
18 new Mova entity whatever office space and back office support were necessary to ensure that
19 Mova could be successful. He also said that LaSalle and Pearce could run Mova as a separate
20 company. His intention was to regain control of the Mova technology on behalf of Rearden.

21 LaSalle testified that Perlman also told him and Pearce that Perlman would take these steps
22 so that LaSalle and Pearce, not Rearden, could own Mova. He testified that Perlman said that
23 neither Perlman nor Rearden would maintain any ownership interest in Mova and that Perlman
24 would not exercise any management of it. According to LaSalle, Perlman provided no explanation
25 as to why he was making such an offer other than to state that he knew that LaSalle and Pearce
26 “didn’t have a lot of cash.” Perlman denied ever having made that offer, and the Court finds that
27 no such offer was made. In fact, as LaSalle and Pearce knew, Rearden had no such intention. He
28 intended to re-acquire the Mova Assets that Rearden had lost when OnLive went through an

1 assignment for the benefit of creditors. He wanted LaSalle and Pearce to run Mova, but not to
2 own it.

3 However, although he never made any promises or representations to LaSalle or Pearce
4 about their owning the Mova Assets, Perlman did make representations to third parties to that
5 effect. Specifically, in September 2012, Perlman approached Gary Lauder about transferring the
6 MOVA Assets from OL2 to a new entity that would be managed by LaSalle and Pearce. Perlman
7 noted that the Mova Assets had never been profitable; that the technology was becoming stale and
8 would require investment in research and development; that the patents were not “monetizable”;
9 and there was unlikely to be a third-party buyer because the system was old and “unusable”
10 without LaSalle and Pearce. He stated that he would provide office support and advice, but that
11 LaSalle and Pearce would “need eventually [to] get it running under their own steam.” In a
12 separate communication, Perlman said, “My motives for Mova are based purely on the premise
13 that it has been one of the absolute highlights of my life for many reasons and I would like nothing
14 more than to see it continue in some fashion.” The essence of this and other communications from
15 Perlman to Lauder was that (1) Mova was nearly worthless and (2) Perlman intended for Lauder to
16 give Mova to LaSalle and Pearce to own and run on their own.

17 Lauder understood Perlman’s intention to be that LaSalle and Pearce would both own and
18 run Mova after the transfer. He testified, “In all of our interactions on the subject, I was – the
19 same concept was always reiterated; that this is for Greg and Ken. He never insinuated ‘and
20 him.’” But Perlman was masking his true intentions. Perlman’s comments to Lauder about the
21 relative lack of value of the Mova Assets was simply a negotiating tactic to encourage Lauder to
22 sell the assets or give them away cheaply – and Perlman knew that Lauder would only do that for
23 LaSalle and Pearce, but not for Perlman. Perlman knew that Lauder had no interest in OL2
24 continuing to own the Mova Assets, because OL2 had no interest in facial motion capture
25 technology. However, he also knew that Lauder was more likely to transfer the Mova Assets for
26 little or nothing to LaSalle and Pearce, whereas he would have sold Mova to Perlman only at a
27 much higher price, if at all. And Perlman knew that although the Mova technology needed
28 updating, there was demand in the market for the technology, and only one other significant

1 competitor in the facial capture area.

2 Lauder was receptive to Perlman's suggestion because he had little interest in the Mova
3 technology and it was not part of OL2's core business. He agreed with Perlman that the
4 technology was relatively old and would need to be updated. The manuals and other
5 documentation for the MOVA equipment were also out of date. Lauder recognized that Pearce
6 and LaSalle were the only ones capable of operating the equipment. Finally, the technology had
7 not been profitable; in September 2012, MOVA was losing approximately \$100,000 per year.
8 And Lauder seemed to like the idea of letting LaSalle and Pearce have the technology.

9 Perlman's assumption that Lauder would not have simply given the Mova Assets to
10 Perlman, as he was prepared to do for LaSalle and Pearce, was confirmed by Lauder's testimony.
11 Lauder stated that he was happy to sell the assets to LaSalle and Pearce for a dollar – effectively
12 giving them away for nothing – but he was unwilling to give the MOVA assets to Perlman
13 “without having a lot more due diligence.” There was a high degree of competitiveness, and
14 perhaps a tinge of personal animus, between Lauder and Perlman. It is possible that Lauder would
15 not have been willing to sell Mova to Perlman for any acceptable price. Perlman either knew or
16 suspected this.

17 While these negotiations were under way, Lauder realized that he could not just give the
18 Mova Assets away without seeing if there was a more profitable alternative, because he had an
19 obligation to maximize the financial return to the owners of OL2. He concluded that he need to
20 try to sell the Mova Assets to a third party before offering them to LaSalle and Pearce at little or
21 no cost. Lauder communicated to Pearce and LaSalle that he would sell Mova to a third-party
22 buyer if one could be found and share 25 percent of the sale proceeds with them. If he wasn't able
23 to find a buyer within a short period of time, then he intended to give the Mova Assets to Pearce
24 and LaSalle as originally discussed. Lauder identified potential buyers based on information from
25 LaSalle: LaSalle contacted the potential buyers first to let them know the assets were available
26 before Lauder contacted them. Beginning in September 2012, LaSalle started talking to potential
27 purchasers of the Mova Assets. He spoke to the Chief Technology Officer of The Walt Disney
28 Company; someone at Industrial Light & Magic; and the president of Digital Domain. None of

1 them expressed interest in purchasing the Mova Assets.

2 Lauder did not tell Perlman about his plan to sell the Mova Assets to a third party and give
3 LaSalle and Pearce a cut of the action, and he was under no duty to do so. However, neither
4 LaSalle nor Pearce told Perlman either. They knew that Perlman would conclude – correctly –
5 that LaSalle’s and Pearce’s actions were a violation of their obligations to Rearden under their
6 Employment Agreements and PIAs, because LaSalle and Pearce were employed by Rearden at
7 that time.

8 Notwithstanding Lauder, LaSalle, and Pearce’s efforts at secrecy, on October 2, 2012
9 Perlman found out about Lauder’s plan and became very angry. He confronted both LaSalle and
10 Pearce. LaSalle falsely told Perlman that only Pearce, and not LaSalle, had discussed the 25
11 percent arrangement with Lauder. Because Perlman believed that the plan had been Pearce’s idea
12 – and not LaSalle’s – he directed his anger only at Pearce. He terminated Pearce’s salary almost
13 immediately.

14 Lauder’s efforts to find a buyer were unsuccessful, however. When Lauder concluded that
15 he would not be able to find a buyer for the Mova Assets, in October 2012, he agreed to Perlman’s
16 original proposal – to transfer the Mova Assets to a new corporate entity to be established by
17 LaSalle at virtually no cost.⁵ Perlman introduced LaSalle to Alan Kalin, an attorney with whom
18 Perlman had worked before. LaSalle/Kalin set up a new limited liability corporation called MO2,
19 LLC for the purpose of receiving the Mova Assets. Rearden LLC paid all California corporation
20 fees associated with the formation of MO2, LLC. Rearden LLC also paid all of MO2, LLC’s legal
21 fees associated with the transfer of the Mova Assets from OL2.

22 The reason Perlman set up a separate corporate entity was to create a new subsidiary of
23 Rearden that could manage the assets while maintaining the appearance – consistent with his
24 representations to Lauder – that LaSalle would be taking ownership of Mova.

25 _____
26 ⁵ After the collapse of Lauder’s efforts to sell the MOVA assets to a third party, Pearce was not
27 directly involved in the subsequent transfer of assets from OL2 to MO2, LLC and the subsequent
28 sale to SHST. Greg LaSalle kept him apprised of his activities in that regard. Pearce did not
expect to have any ownership in the assets at the conclusion of LaSalle’s transaction, but he did
expect to go to work for DD3.

1 In October 2012, LaSalle began emailing directly with Ed Ulrich, the CEO of a company
2 called Digital Domain 3.0 Inc. (“DD3”), about DD3 purchasing the Mova technology from
3 LaSalle once MO2 had acquired it. Ed Ulbrich was the CEO of DD3 between September 2012
4 and July 2013. Ulrich suggested that LaSalle and Pearce could manage the Mova technology after
5 DD3 acquired it. Ulrich expressed interest, and DD3’s acquisition of Mova began to move
6 forward.⁶

7 Although LaSalle was still employed by Rearden, he did not tell Perlman about these email
8 communications. LaSalle also did not use his Rearden email address for these communications.
9 LaSalle testified that the only reason he did not tell Perlman about these conversations was
10 because he “wasn’t seeking [Perlman’s] advice at that time.” This testimony was not credible.
11 The actual reason LaSalle did not tell Perlman about these communications or use his Rearden
12 email address is that he wished to keep the communications confidential. He knew that the
13 communications violated his obligations to Rearden, and he was preparing wrongfully to take
14 Rearden’s intellectual property for himself. He knew that Perlman had fired Pearce for attempting
15 to participate in a sale of the Mova Assets, and knew that Perlman would probably fire LaSalle if
16 he became aware of LaSalle’s actions. As Stephen Perlman testified, the unmistakable message to
17 LaSalle from the termination of Pearce’s salary was “that if you get involved in a transaction with
18 Mova for your own benefit or for the benefit of someone else or in any way for not – not for
19 Rearden’s benefit exclusively, then this would be the consequence.”

20 In fact, at other times in his testimony, LaSalle suggested that Perlman was actually aware
21 of LaSalle’s efforts to sell the Mova Assets. This suggestion was also false. Although LaSalle
22 and Perlman communicated constantly by email, including about the most ordinary and day-to-day
23 Rearden matters, there is no evidence that they ever communicated about this topic. That makes
24 the fact of such communication unlikely. Moreover, Perlman’s strong negative reaction when did
25 finally learn of the sale is inconsistent with his being aware of the negotiations. So is his reaction
26 when he learned about the original sale effort by Gary Lauder.

27 _____
28 ⁶ Why DD3 was interested in purchasing Mova from LaSalle, but not from OL2 or Gary Lauder, is
not clear in the record.

1 MO2, LLC was incorporated on November 9, 2012. MO2 was owned by Rearden LLC as
2 of the date of its formation. The Articles of Incorporation identify LaSalle as the agent for service
3 of process, and state that the LLC will be managed by “one manager,” but does not identify who
4 that manager will be. The fact that LaSalle signed as organizer does not mean that he was a
5 manager or a member (i.e. owner) of the LLC.

6 LaSalle then began in earnest to consummate two separate transactions – the sale of the
7 Mova Assets from OL2 to MO2, which he kept Perlman apprised of, and the sale of the same
8 assets from OL2 to DD3, which he kept hidden from Perlman.

9 On February 5, 2013, LaSalle signed a non-disclosure agreement (“NDA”) with DD3. He
10 then forwarded the executed NDA to Joseph Gabriel. He concealed this action from Perlman.

11 On February 11, 2013, MO2, LLC acquired the Mova Assets from OL2, Inc. for
12 consideration of one dollar.

13 On February 14, 2013, LaSalle told Perlman that he intended to take the Mova Assets for
14 his own use. He did not tell Perlman that he intended to sell the assets to DD3.

15 On February 25, 2013, Ulrich texted LaSalle, “We want to make this happen,” and LaSalle
16 texted back, “Me to [sic] but if I have to cut away from Steve tomorrow I’d like to be pretty sure
17 and I have a few questions.” LaSalle knew that when Perlman became aware of the proposed sale
18 to DD3, he would react negatively.

19 On February 26, 2013, LaSalle and Perlman took a walk near Perlman’s home in Palo
20 Alto. LaSalle told Perlman that he was negotiating a sale of the MOVA Assets to a third party.
21 Perlman told LaSalle that the Mova Assets belonged to Rearden and that LaSalle would have to
22 turn over the management of MO2 to Perlman. Perlman told him that if he completed the Mova
23 transaction, he would be fired. LaSalle refused to agree to give up the Mova Assets, and said he
24 needed time to make a decision. In fact, what LaSalle really wanted was time to complete the sale
25 of the Mova Assets before Rearden or Perlman could interfere. As the parties were discussing this
26 dispute, on March 1, 2013, he wrote to Cindy Ievers, Rearden’s head of Human Resources, “to
27 clear my head a bit, I’d like to go to CT [Connecticut]. It’s my dad’s 80th birthday next week.
28 Are there things I need to sign? If so, I can do that soon so I can take off. Thanks.” LaSalle had

1 no intention of going to Connecticut, however; he was just trying to buy time. That same day,
2 March 1, 2013, he sent a text to Ed Ulrich, stating “I’d like to fill the K bins in a bit, so I’m
3 wondering if you have an ETA on your HR contacting us [LaSalle and Pearce]. If it would help,
4 we can come down there. Thanks.” He then texted Ulrich again, stating “Okay. Will drive to
5 L.A. tomorrow. Thanks.” The reason for LaSalle’s duplicity with Ievers is that he knew his
6 conduct was wrongful.

7 Between March 1 and March 7, both Perlman and Ievers made numerous attempts to reach
8 LaSalle by text to discuss the Mova Assets, but he did not respond substantively. Instead, he
9 began to try to create a clean break in his relationship with Rearden in anticipation that he would
10 complete a sale. On March 5, 2013, LaSalle wrote to Ievers, and stated that “pursuant to our
11 conversation of March 1,” March 5, 2013 would be his last day with the company, and he would
12 receive a three-week severance payment. In fact, he and Ievers had no such discussion on March
13 1, 2013 and no one from Rearden had ever offered LaSalle a severance payment.

14 On March 6, 2013, Ievers sent LaSalle a copy of his PIIA to remind him of his obligations
15 to Rearden. On March 7, 2013, LaSalle sent his PIIA to Gabriel. Daniel Seah, the CEO of DD3,
16 also reviewed LaSalle’s PIIA. Thus, prior to the closing of the transaction, DD3 was aware of
17 LaSalle’s obligations to Rearden and knew that LaSalle was not the true owner of the Mova
18 Assets.

19 On March 12, 2013, Ievers forwarded a copy of LaSalle’s employment agreement to him
20 and stated, “You need to review your employment agreement.” She directed his attention
21 specifically to the PIIA. On March 20, 2013, Perlman wrote to LaSalle, again reminded him of his
22 obligations under the PIIA, and again asked for the return of the MOVA assets. On March 27,
23 2013, a lawyer representing Rearden sent a letter to LaSalle, reminding LaSalle of the provisions
24 of his employment agreement and the PIIA, stating that the Mova Assets belonged to Rearden, and
25 demanding that LaSalle transfer the Mova Assets to Rearden.

26 Sometime in March 2013, DD3 concluded that it should locate ownership of the Mova
27 Assets in a Chinese company so that Perlman and Rearden would not be able to obtain money
28 damages if they decided to bring suit for misappropriation of the Mova Assets. On March 26,

1 2013, LaSalle sent Mark Heyl, his lawyer, an email in which he said: “Digital Domain contacted
2 me late today and said they are going to move forward with both the asset sale and employment
3 agreement They are going to actually acquire the Mova Assets through one of their Chinese
4 companies. I believe this is so it would be nearly impossible for Steve to go after them. The sale
5 price will be lower, 25K They will indemnify me against any claims brought by Rearden or
6 Steve Perlman. There will also be some changes to the compensation package.” Heyl advised
7 LaSalle that, in fact, “enforcing any indemnification obligation against a Chinese company would
8 be nearly impossible.” The reason that DD3 structured the transaction is that DD3’s principals
9 and agents⁷ knew that LaSalle was not the true owner of the Mova Assets.

10 LaSalle had originally discussed the sale or license of the Mova technology with other
11 entities besides Digital Domain, including the Walt Disney Company and Industrial Light and
12 Magic. LaSalle disclosed the March 27, 2013 letter from Rearden’s lawyers to prospective
13 purchasers. Once LaSalle disclosed the March 27 letter, Disney and ILM dropped out of the
14 negotiations; DD3 stayed in the negotiations but dropped its price. DD3’s representatives had
15 already received a copy of the PIIA, and knew that LaSalle was not the true owner of the Mova
16 Assets, but also knew that LaSalle was not in a position to seek the highest possible price once
17 Rearden appeared to be asserting a claim.

18 In April 2013, Perlman called Joseph Gabriel, the general counsel of DD3, and told him
19 that he was aware that LaSalle was trying to sell the Mova Assets to DD3. He told Gabriel that
20 LaSalle was not the owner of the assets.

21 While these events were transpiring, LaSalle kept receiving paychecks from Rearden until
22 April 2013, which he cashed. He did not return any of that money to Rearden. Greg LaSalle’s
23 last day as an employee of Rearden LLC was April 21, 2013.

24 The sale of the Mova Assets closed on May 8, 2013. At the last moment, DD3 substituted
25 in a Chinese entity, SHST, as the buyer, just as Gabriel had discussed with LaSalle. The purchase
26 price dropped from \$100,000 to \$25,000. The purchase agreement states, in part, “Seller has
27

28 ⁷ For these purposes, DD3’s agents include Shenzhenshi Haitiecheng Science and Technology Co., Ltd. (“SHST”), whose role is discussed further below.

1 advised purchaser that since February 11th, 2013 Steven Perlman, whether individually or in his
2 apparent capacity as an officer or manager of Rearden, LLC or any of its related companies has
3 communicated the possibility of claims against seller and/or Greg LaSalle in relation to the Mova
4 [A]ssets.” The sale documents also included an indemnification provision protecting LaSalle
5 against claims by Rearden, and the placing of \$75,000 in escrow to deal with such claims – three
6 times the amount of cash that LaSalle received directly. Both LaSalle and SHST knew at the time
7 the transaction closed that LaSalle did not own the Mova Assets and did not have the authority of
8 either Rearden or MO2 to sell them.⁸ One of the reasons SHST/DD3 paid three times as much
9 into escrow as they paid LaSalle directly is that they knew he did not own the Mova Assets.

10 Amit Chopra, a director and employee of Digital Domain Holding Company – the holding
11 company for the various Digital Domain companies – testified that Chopra testified that the reason
12 DD3 did not acquire the Mova Assets, as it was originally intended to do, was that DD3 did not
13 have the cash flow. This explanation was false. After SHST spent a total of \$100,000 to own the
14 Mova Assets, DD3 paid SHST \$100,000 for just a license to those assets. Also, once the
15 transaction closed, Greg LaSalle and Ken Pearce immediately began working for DD3 at six-
16 figure salaries. In fact, the true reason SHST was used as the buyer was to allow DD3 to use the
17 physical assets, while ownership of the assets and the risk of any liabilities resided with SHST in
18 China. In fact, the Digital Domain entities had decided in March 2013, long before the close of
19 the May transaction, to use a Chinese entity as the purchaser for reasons having nothing to do with
20 DD3’s cash position.

21 From February 2013 through the present, Rearden has paid the maintenance fees and
22 continued to prosecute office actions for the Mova patents and trademarks. SHST has at no time
23 paid any maintenance fees on any of the MOVA patents or trademarks anywhere in the world.

24 Although LaSalle represented to Ulrich at one point that he would repay the legal fees that
25 Rearden advanced for the acquisition of the Mova Assets by MO2, LLC, and also asked Cindy

26 _____
27 ⁸ Significantly, in all of his many communications with Perlman and Rearden’s other
28 representatives, at no time prior to the closing of the Mova Assets transaction did LaSalle provide
an interpretation of the PIIA, or his obligations under it, that would have excused his conduct or
made it lawful.

1 levers for an estimate of the total amount expended (presumably so he could reimburse them), in
 2 fact he has never reimbursed any portion of those fees. LaSalle has never made a maintenance
 3 payment on any MOVA patent or trademark.

4 Since May 2013, the Mova Assets have been used in several big-budget Hollywood films,
 5 including “Batman v. Superman” and “Deadpool.”

6 In 2015, the Academy of Motion Arts and Pictures bestowed a Science and Technical
 7 Achievement Award on some of the inventors of the MOVA technology.

8 Following the SHST/DD3/MO2 transaction, SHST purported to sell the Mova Assets to
 9 Plaintiff Virtue Global Holdings, Ltd. (“VGH”) while leaving any associated liabilities with
 10 SHST. The purpose of this transaction on the part of VGH and SHST was to frustrate Rearden’s
 11 rights as a creditor and as the true owner of the Mova Assets. VGH knew that SHST was not the
 12 true owner of the Mova Assets, because the same persons involved in the VGH/SHST transaction
 13 were aware of Rearden’s claims of ownership from a before the time of the MO2/SHST
 14 transaction.

15 **II. CONCLUSIONS OF LAW**

16 Greg LaSalle was an employee of Rearden at the time MO2 acquired the Mova Assets. He
 17 established MO2 using money provided by Rearden; and under the terms of his employment
 18 agreement and the PIIA, the Mova Assets belonged to Rearden. Greg LaSalle was an employee of
 19 Rearden at the time MO2 acquired the Mova Assets. He established MO2 and acquired the Mova
 20 Assets using money provided by Rearden; and under the terms of his employment agreement and
 21 the PIIA, the Mova Assets belonged to Rearden.

22 LaSalle’s conduct in signing the DD3 NDA without Perlman’s knowledge and selectively
 23 including Perlman in e-mails with counsel while setting up MO2, but excluding him from others;
 24 the secrecy of his negotiations with DD3 from Perlman; and his evasiveness
 25 in February and March of 2013 all show that LaSalle was aware that he had acquired the Mova
 26 Assets for Rearden’s benefit and that his attempts to transfer the Mova Assets to
 27 himself, DD3, or SHST were wrongful. Also, the fact that Steve Perlman became angry when he
 28 learned that Gary Lauder was considering transferring the assets to a third party and then giving

1 Greg LaSalle and Ken Pearce a percentage makes it unlikely that Perlman would have paid his
2 own money to facilitate a transaction that would have had the same purpose and effect. Greg
3 LaSalle knew that, which is why he concealed the true facts from Perlman.

4 MO2, LLC's purported sale of the Mova Assets to SHST was ineffective, because Greg
5 LaSalle did not own the Mova Assets, did not own MO2, LLC, and was not authorized to conduct
6 the sale on MO2's behalf.

7 SHST, DD3, and VGH knew that LaSalle did not own the Mova Assets, and did not have
8 actual or apparent authority to sell the Mova Assets. Neither SHST nor DD3 nor VGH took the
9 Mova Assets in good faith. Joe Gabriel, who acted on behalf of all those entities, was aware of
10 LaSalle's employment agreement and his obligations under the PIIA. Indeed, these parties were
11 so cognizant of these obligations that they established an escrow to fund the payment of claims
12 related to them. Given the close relationship between SHST, DD3, DDHL, VGH, and Joe
13 Gabriel, it is reasonable to infer that all of those parties were aware of LaSalle's PIIA obligations,
14 and the Court finds that they were so aware.

15 Rearden, and not plaintiff VGH, former plaintiff SHST, or DD3, owns and at all relevant
16 times has owned the MOVA Assets. LaSalle's actions in acquiring MOVA for MO2 were
17 performed under his Employment Agreements with Rearden.

18 VGH argued that the PIIA was unenforceable under California Business and Professions
19 Code § 16600, et seq. "Business and Professions Code section 16600 has consistently been
20 interpreted as invalidating any employment agreement that unreasonably interferes with an
21 employee's ability to compete with an employer after his or her employment ends. However, the
22 statute does not affect limitations on an employee's conduct or duties while employed." Angelica
23 Textile Servs., Inc. v. Park, 220 Cal. App. 4th 495, 509 (2013) (emphasis in original) (internal
24 citations omitted); see also Loughlin v. Ventraq, Inc., No. 10-CV-2624-IEG BGS, 2011 WL
25 1303641, at *4 (S.D. Cal. Apr. 5, 2011) (Plaintiff does not dispute that section 16600 does not
26 affect an employee's duty not to compete with an employer during the course of his employment.)
27 (emphasis in original). The Court concludes that Rearden's PIIA is a valid and binding
28 enforceable agreement under California law.

1 The Court further finds that the MOVA Assets fall within the scope of LaSalle’s PIIA with
 2 Rearden. The PIIA expressly includes proprietary information relating to both performance
 3 motion capture and facial motion capture technology. See Trial Ex. 7 (defining “the Company’s
 4 [Rearden’s] Business” to include “creation and production of . . . special effects, performance
 5 motion capture, . . . video editing,” and “development of . . . facial . . . capture technology. . .”).
 6 The PIIA defines “Proprietary Information” as “information that was or will be developed,
 7 created, or discovered by, or was or is conveyed to the Company, which has commercial value in
 8 the Company’s Business . . . intellectual property . . . including but not limited to all copyrights,
 9 patents, trademarks, service marks, trade secrets, contract rights.” Therefore, the PIIA provides
 10 that if the MOVA Assets were developed by Rearden, which is admitted, or conveyed to Rearden,
 11 which they were, they fall within the scope of the PIIA. Those assets therefore belonged to
 12 Rearden.

13 VGH argued at trial that the PIIA should not apply to the MOVA Assets, either because
 14 Rearden should be estopped from asserting its rights based on representations made by Perlman to
 15 LaSalle, or that Perlman waived Rearden’s rights under the PIIA by allowing LaSalle to start his
 16 own business with those assets. The Court rejects these arguments.

17 First, the Court is not persuaded that Perlman intended to “gift” the MOVA Assets to
 18 LaSalle or that he made representations to that effect to either LaSalle or Pearce. Although
 19 Perlman was generous with LaSalle as an incident to their friendship, the notion that Perlman
 20 would give away an entire successful technology is inconsistent with Perlman’s personality and
 21 without precedent in the two men’s relationship. The suggestion, absent any evidence other than
 22 LaSalle’s assertion, that Perlman would conduct business in this way strains credulity. This by
 23 itself dooms VGH’s estoppel defense.

24 Second, equitable estoppel requires proof of “(1) a representation or concealment of
 25 material facts (2) made with knowledge, actual or virtual, of the facts, (3) to a party ignorant,
 26 actually and permissibly, of the truth, (4) with the intent, actual or virtual, that the latter act upon
 27 it, and (5) the party must have been induced to act upon it.” San Diego Mun. Credit Union v.
 28 Smith, 176 Cal. App. 3d 919, 923 (1986); see also Cal. Evid. Code § 623 (“Whenever a party has,

1 by his own statement or conduct, intentionally and deliberately led another to believe a particular
2 thing true and to act upon such belief, he is not, in any litigation arising out of such statement or
3 conduct, permitted to contradict it.”). There was no evidence presented at trial that plaintiff VGH
4 (or DD3 or SHST) ever relied on any statements or omissions by Rearden or Perlman. To the
5 contrary, all of the evidence at trial established that VGH (and DD3 and SHST) were well aware
6 of Perlman’s claim of ownership of MOVA at the time that VGH was alleged to have acquired
7 those assets from SHST (and when SHST purported to acquire them from MO2 and Greg
8 LaSalle). That Gary Lauder may have relied on Perlman’s representations is irrelevant, because
9 he was not injured and he is not party. Nor can VGH (or SHST or DD3) rely on LaSalle’s
10 testimony regarding Perlman’s representations, because the Court rejects LaSalle’s testimony on
11 this issue as not credible.

12 VGH also defends on the ground of waiver. The burden is on the party claiming waiver to
13 show, by clear and convincing evidence, that “there [was] an existing right, a knowledge of its
14 existence, and an actual intention to relinquish it, or conduct so inconsistent with the intent to
15 enforce the right as to induce a reasonable belief that it has been relinquished.” Silva v. Nat’l Am.
16 Life Ins. Co., 58 Cal. App. 3d 609, 615 (1976). “[D]oubtful cases will be decided against a
17 waiver.” Waller v. Truck Ins. Exch., Inc., 11 Cal. 4th 1, 31 (1995), as modified on denial of reh’g
18 (Oct. 26, 1995) (internal quotation omitted). No waiver occurred in this case.

19 First, Section P.6 of the PIIA states: “No waiver by the Company of any breach of this
20 Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company
21 of any right under this Agreement shall be construed as a waiver of any other right. The Company
22 shall not be required to give notice to enforce strict adherence to all terms of this Agreement.”
23 (Trial Ex. 7, at 007.010.) No such writing was presented at trial.

24 Second, there is evidence that Rearden contacted LaSalle repeatedly, beginning in
25 February 2013, to obtain a return of the MOVA Assets, including through its attorneys. He fired
26 Ken Pearce in October 2012 when he believed that Pearce had acted inconsistently with the PIIA
27 as related to the Mova Assets. Had he known that LaSalle was working in Pearce, he surely
28 would have fired LaSalle also. This conduct is not consistent with a waiver.

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Northern District of California

1 Finally, Perlman credibly testified that he never intended to waive Rearden’s rights under
2 LaSalle’s PIIA, or any other similar agreement, at any time, and Ms. Ievers testimony supported
3 Perlman’s testimony.

4 Rearden did not fire Greg LaSalle at any time before the Mova Assets were purportedly
5 transferred. LaSalle did not quit Rearden. Even though he was an at-will employee, he did
6 not effectively terminate his employment. His insistence on a severance payment, which had not
7 been offered, turned his communication into something other than a resignation. He was
8 an employee of Rearden so long as Rearden paid his salary and he continued to accept it. LaSalle
9 was an employee until at least April 21, 2013.

10 ~~VGH does not own the Mova Assets because Rearden owns them.~~

11 ~~The Court’s prior injunction is dissolved. Rearden may take possession of the Mova~~
12 ~~Assets forthwith.~~

13 In light of these conclusions, the Court need not reach the parties’ remaining arguments.

14 The Court sets a status conference for September 6, 2017 at 2:00 p.m. By August 30, 2017
15 at 5:00 p.m., the parties are ordered to file a Joint Case Management Statement identifying the
16 tasks, if any, that remain before the Court can enter judgment. If the parties, or either party,
17 believes that judgment may be entered now, then that party or those parties should attach a
18 proposed form of judgment to the Joint Case Management Statement.

19 IT IS SO ORDERED.

20 Dated: August 11, 2017

21 
22 _____
23 JON S. TIGAR
24 United States District Judge

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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 Mova 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) *Mova LLC Interest.* The Seller holds of record and owns beneficially all right, title and interest in and to the Mova 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 Mova 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

<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

<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>

<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/Serial 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

Serial Number	FILE NO.	TITLE	STATUS
109942.413	8346P308	APPARATUS AND METHOD FOR CAPTURING THE EXPRESSION OF A PERFORMER	Issued
11/066.954	8346P309	APPARATUS AND METHOD FOR IMPROVING MARKER IDENTIFICATION WITHIN A MOTION CAPTURE SYSTEM - PCT	Issued
11/077.628	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/DEL.NP/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
11/255.854	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
7836403.1	8346P318EP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - EPO	Issued
10101176.2	8346P318HK	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - HONG KONG	Pending
700/CHE.NP/2009	8346P318IN	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - INDIA	Pending
2009/522863	8346P318JP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - JAPAN	Pending
1012009/7004437	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	Issued
2010256510	8346P318XAU	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - AUSTRALIA	Pending
2.764.447	8346P318XCA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - CANADA	Pending
10784126.4	8346P318XEP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - EPO	Pending
597097	8346P318XNZ	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - NEW ZEALAND	Pending
PCT/US2010/037318	8346P318XCT	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - PCT	Pending

PATENT

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.		

PATENT

BSTJ 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

PATENT

BSTZ 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		
				Annuity Due - 7th year	\$319.01	24-Jul-14
				Annuity Due - 10th year	\$506.66	24-Jul-17
8346P318NZ	574599	SYSTEM AND METHOD FOR PERFORMING	Issued	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

PATENT

Exhibits to Membership Interest and Asset Sale and Purchase Agreement

BSTZ 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

PATENT

REEL: 047927 FRAME: 0396

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
mov.acontour.com
mov.acontour.net
mov.acontour.org
mov.acontour.tv
contour.xxx-block
realitycapture.com
realitycapture.net
realitycapture.org
realitycapture.tv

EXHIBIT A-4

MOVA PHYSICAL ASSETS

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 **\$11,061.66 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.

Our benefits, payroll, and other human resource management services are provided through TriNet Employer Group, Inc. ("TriNet"). Under the Company's agreement with TriNet, TriNet is your employer of record for payroll, benefits, taxes, etc., and all questions regarding these or any other human resources related issues should be directed to TriNet's Human Resources Manager. The Company Employee Handbook is available on the TriNet website at www.trinet.com.

Your managers at the Company are responsible for directing your work, reviewing your performance, setting your schedule, and otherwise providing supervision for you and your work at the Company; TriNet has no role in that process.

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. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact TriNet. Your employment is also subject to successful verification of your professional and character references, and a background check.

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, and the Mutual Agreement to Arbitrate Claims (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: 

Enclosures: Proprietary Information and Inventions Agreement
Mutual Agreement to Arbitrate Claims
Performance Review Policy

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

I. 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

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

REARDEN, LLC, a California limited liability company

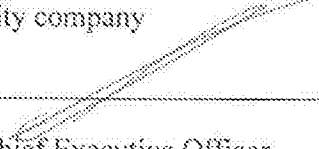
By: 
.....
Its: Chief Executive Officer

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:

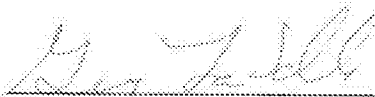
- No inventions or improvements.
 See below: Any and all inventions regarding:
 Additional sheets attached.

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)

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

I recognize that differences may arise between Rearden, LLC, a California limited liability company (the "Company"), and me during or following my employment with the Company, and that those differences may or may not be related to my employment. I understand and agree that by entering into this Agreement to Arbitrate Claims ("Agreement"), I anticipate gaining the benefits of a speedy, impartial dispute-resolution procedure.

Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act either is inapplicable or held not to require arbitration of a particular claim or claims, California law pertaining to agreements to arbitrate shall apply.

I understand that any reference in the Agreement to the Company will also be a reference to its subsidiaries or related entities, and all successors and assignees of any of them.

Claims Covered by the Agreement

The Company and I mutually consent to the resolution by arbitration of all claims or controversies ("claims"), past, present or future, whether or not arising out of my employment (or its termination), that the Company may have against me or that I may have against the Company or against its officers, directors, employees or agents in their capacity as such or otherwise. The only claims that are arbitrable are those that in the absence of this agreement, would be justiciable under applicable state or federal law. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, medical condition, or disability); claims for benefits (except claims under an employee benefit or pension plan that either (1) specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or (2) is underwritten by a commercial insurer which decides claims); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except claims excluded elsewhere in this Agreement.

Claims Not Covered by the Agreement

Claims by me for workers' compensation or unemployment compensation benefits are not covered by this Agreement.

Either party can apply to a court of competent jurisdiction for provisional remedies in connection with arbitrable controversies as contemplated by California Code of Civil Procedure Section 1281.8.

Administrative Exhaustion

As a condition of arbitration, a statutory claim of discrimination, harassment, or retaliation must be filed first with the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission within the time limits set forth by state and federal law and must be exhausted through the applicable agency, prior to being submitted to arbitration, or such claims are waived.

Required Notice of All Claims and Statute of Limitations

The Company and I agree that the aggrieved party must give written notice of any claim to the other party and to the American Arbitration Association ("AAA") within the limitations period for whatever claims are being asserted.

Written notice to the Company, or its officers, directors, employees or agents, shall be sent to its Chief Executive Officer at the Company's main office. I will be given written notice at the last address recorded in my personnel file.

The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

Failure to make a written demand within the applicable statutory period constitutes a waiver to raise that claim in any forum.

Applicable Law And Discovery

The arbitrator shall apply applicable California and/or Federal substantive law and the California evidence code to the proceeding. The parties shall be entitled to conduct reasonable discovery, including conducting deposition, requesting documents and requesting responses to interrogatories. The arbitrator shall have the authority to determine what constitutes reasonable discovery. The arbitrator shall hear motions for summary disposition as provided in the California Code of Civil Procedure.

Arbitration Procedures

The arbitration will be held under the auspices of the AAA. The Company and I agree that, except as provided in this Agreement, the arbitration shall be in accordance with the AAA's then-current employment rules for employment disputes. The arbitrator shall be either a retired judge, or an attorney licensed to practice law in the state in which the arbitration is convened (the "Arbitrator"). The arbitration shall take place in San Francisco, California.

Either party may obtain a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

Arbitration Fees and Costs

The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator and the arbitration; provided, however, that if I am the party initiating the claims, I am responsible for contributing an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which I am (or was last) employed by the Company. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

Written Award

The arbitrator shall prepare in writing and provide to the parties a decision and award that includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law and equity that are requested by the parties and allowed by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

Sole and Entire Agreement

This is the complete agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any pension or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

Severability

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement.

Not an Employment Agreement

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the "at-will" status of my employment.

Voluntary Agreement

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

Dated: 8/24/12

[Handwritten Signature]
Signature of Employee

Craig LaSalle
Print Name of Employee

Dated: _____

REARDEN, LLC, a California limited liability company

[Handwritten Signature]
Signature of Company Representative

FULL-TIME EXEMPT OFFER LETTER

August 20, 2012

Ken Pearce
622 29th Street
San Francisco, CA 94131

Offer of Employment by Rearden, LLC

Dear Ken:

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 **Director of Visual Development** 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 **\$13,648.84 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.

Our benefits, payroll, and other human resource management services are provided through TriNet Employer Group, Inc. ("TriNet"). Under the Company's agreement with TriNet, TriNet is your employer of record for payroll, benefits, taxes, etc., and all questions regarding these or any other human resources related issues should be directed to TriNet's Human Resources Manager. The Company Employee Handbook is available on the TriNet website at www.trinet.com.

Your managers at the Company are responsible for directing your work, reviewing your performance, setting your schedule, and otherwise providing supervision for you and your work at the Company; TriNet has no role in that process.

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. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact TriNet. Your employment is also subject to successful verification of your professional and character references, and a background check.

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, and the Mutual Agreement to Arbitrate Claims (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: 8-20-2012

Enclosures: Proprietary Information and Inventions Agreement
Mutual Agreement to Arbitrate Claims
Performance Review Policy

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
KEN PEARCE
.....
Employee Name (Please Print)
Date: 8-20-2012
.....

REARDEN, LLC, a California limited liability company

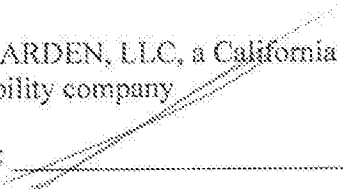
By: 
.....
Its: Chief Executive Officer.....

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: Aug 20 2012

Ker Pencer
Employee Signature

KER PENCER
Employee Name (Please Print)

Attachment for Exhibit A: Inventions

Ken Pearce

- * A technique in computer animation whereby parented continuous rotations and counter-rotations result in aggregate reciprocal and swinging motions. These aggregate motion modules can be chained together to create more elaborate motion systems and moving geometry for animated characters.
- * Exploiting 3D stereoscopic projection of computer animation to create physically impossible theater productions within actual theaters.
- * The use of flat panel monitors, preferably large and wall-mounted, to display dynamic art, events and visual narratives that unfold very slowly over a long time. These objects, regarded as paintings or photographs, would change their images in barely noticeable ways and when viewed daily would reveal long term, slow-motion dramas. Content could be linear or interactive. The displays could either be somewhat generic and driven by external computers or have their own processors. Content could be changed via plug-in storage devices, or incremental content could be received via broadcast.
- * Interrelated visual browsers for navigating historical, geographic, and cultural information.

~~*Ken Pearce* 7-17-06~~

Ken Pearce 9-20-2013

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

I recognize that differences may arise between Rearden, LLC, a California limited liability company (the "Company"), and me during or following my employment with the Company, and that those differences may or may not be related to my employment. I understand and agree that by entering into this Agreement to Arbitrate Claims ("Agreement"), I anticipate gaining the benefits of a speedy, impartial dispute-resolution procedure.

Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act either is inapplicable or held not to require arbitration of a particular claim or claims, California law pertaining to agreements to arbitrate shall apply.

I understand that any reference in the Agreement to the Company will also be a reference to its subsidiaries or related entities, and all successors and assignees of any of them.

Claims Covered by the Agreement

The Company and I mutually consent to the resolution by arbitration of all claims or controversies ("claims"), past, present or future, whether or not arising out of my employment (or its termination), that the Company may have against me or that I may have against the Company or against its officers, directors, employees or agents in their capacity as such or otherwise. The only claims that are arbitrable are those that in the absence of this agreement, would be justiciable under applicable state or federal law. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, medical condition, or disability); claims for benefits (except claims under an employee benefit or pension plan that either (1) specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or (2) is underwritten by a commercial insurer which decides claims); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except claims excluded elsewhere in this Agreement.

Claims Not Covered by the Agreement

Claims by me for workers' compensation or unemployment compensation benefits are not covered by this Agreement.

Either party can apply to a court of competent jurisdiction for provisional remedies in connection with arbitrable controversies as contemplated by California Code of Civil Procedure Section 1281.8.

Administrative Exhaustion

As a condition of arbitration, a statutory claim of discrimination, harassment, or retaliation must be filed first with the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission within the time limits set forth by state and federal law and must be exhausted through the applicable agency, prior to being submitted to arbitration, or such claims are waived.

Required Notice of All Claims and Statute of Limitations

The Company and I agree that the aggrieved party must give written notice of any claim to the other party and to the American Arbitration Association ("AAA") within the limitations period for whatever claims are being asserted.

Written notice to the Company, or its officers, directors, employees or agents, shall be sent to its Chief Executive Officer at the Company's main office. I will be given written notice at the last address recorded in my personnel file.

The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

Failure to make a written demand within the applicable statutory period constitutes a waiver to raise that claim in any forum.

Applicable Law And Discovery

The arbitrator shall apply applicable California and/or Federal substantive law and the California evidence code to the proceeding. The parties shall be entitled to conduct reasonable discovery, including conducting deposition, requesting documents and requesting responses to interrogatories. The arbitrator shall have the authority to determine what constitutes reasonable discovery. The arbitrator shall hear motions for summary disposition as provided in the California Code of Civil Procedure.

Arbitration Procedures

The arbitration will be held under the auspices of the AAA. The Company and I agree that, except as provided in this Agreement, the arbitration shall be in accordance with the AAA's then-current employment rules for employment disputes. The arbitrator shall be either a retired judge, or an attorney licensed to practice law in the state in which the arbitration is convened (the "Arbitrator"). The arbitration shall take place in San Francisco, California.

Either party may obtain a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

Arbitration Fees and Costs

The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator and the arbitration; provided, however, that if I am the party initiating the claim, I am responsible for contributing an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which I am (or was last) employed by the Company. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

Written Award

The arbitrator shall prepare in writing and provide to the parties a decision and award that includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law and equity that are requested by the parties and allowed by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

Sole and Entire Agreement

This is the complete agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any pension or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

Severability

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement.

Not an Employment Agreement

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the "at-will" status of my employment.

Voluntary Agreement

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

Dated: 12-12-2018

Ken Pearce
Signature of Employee

KEN PEARCE
Print Name of Employee

Dated: _____

REARDEN, LLC, a California limited liability company

~~_____
Signature of Company Representative~~