

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5627664

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRUALITY, LLC	03/31/2019
RECEIVING PARTY DATA		
Name:	RED.COM, LLC	
Street Address:	34 PARKER	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8128295	
Patent Number:	8783973	
Patent Number:	9182654	
PCT Number:	US2009006690	
Patent Number:	9602801	
Application Number:	15422277	
Application Number:	14233706	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	TRU.000GEN	
NAME OF SUBMITTER:	JACOB PETERSON	
SIGNATURE:	/Jacob Peterson/	
DATE SIGNED:	07/19/2019	

PATENT

Total Attachments: 4

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AGREEMENT

This agreement (hereinafter "Agreement"), effective as of March 31, 2019 ("Effective Date"), is entered into by and between Red.com, LLC, a Nevada limited liability company with its principal place of business located at 34 Parker, Irvine, California 92618 (hereinafter referred to as "RED") and Truality, LLC, a Nevada limited liability company with its principal place of business located at 34 Parker, Irvine, California 92618 (hereinafter referred to as "Truality"). For purposes of this Agreement, any of RED and Truality may be referred to as a "Party" or collectively referred to as "the Parties."

Recitals

A. WHEREAS, RED is in the business of inventing, developing, making, and selling digital cinema cameras, players, and related accessories and equipment;

B. WHEREAS, Truality is a wholly-owned subsidiary of RED, and RED desires to dissolve Truality;

C. WHEREAS, Truality is the owner of certain patents and patent applications worldwide, including but not limited to those set forth in Schedule A ("Patents and Applications");

D. WHEREAS, Truality desires to assign the Patents and Applications, and their divisions, continuations, continuations-in-part, reissues, and foreign equivalents to RED, and represents and warrants that he is the inventor of those matters disclosed and claimed in the Patent Applications, and has the right and ability to freely assign the Patent Applications; and

E. WHEREAS, the Parties agree that RED has provided separate consideration to Truality for the obligations and agreements herein,

NOW, THEREFORE, in consideration of the covenants, agreements, obligations and promises set forth below, the Parties agree as follows:

1. **Assignment.** Truality agrees to assign, transfer, sell and set over to RED and hereby does assign, transfer, sell and set over to RED its entire right, title, and interest throughout the world in the Patents and Applications, including all patent properties filed or issued under the Patents and Applications, all provisional and nonprovisional applications related to or claiming priority to the Patent Applications, as well as all divisions, continuations, continuations-in-part, reissues, and foreign equivalents ("Patent Assignments"). Truality agrees to cooperate with and assist RED in applying for, prosecuting, obtaining or enforcing any patent, copyright or other right of protection relating to any invention, all at RED's expense but without consideration to Truality. Truality hereby irrevocably designates and appoints RED, and each of its duly authorized officers and agents, as Truality's agent and attorney in fact to act for and in Truality's behalf to execute and file any such document and to do all other lawfully permitted acts to further the prosecution,

issuance and enforcement of patents, copyrights or other rights or protections with the same force and effect as if executed and delivered by Truality.

2. [Intentionally Deleted]

3. [Intentionally Deleted]

4. [Intentionally Deleted]

5. **Miscellaneous Provisions.**

5.1. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, shareholders, owners, partners, principals, agents, representatives, distributors, servants, employees, suppliers, parents, subsidiaries, affiliates, successors, assigns, and all those in active concert or participation with them.

5.2. Severance of Provisions. Should any part or provision of this Agreement be held unenforceable or in conflict with any law or jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holdings so long as the primary purposes and intentions of the Parties can still be accomplished.

5.3. Drafting Ambiguities. Each of the Parties represents, warrants, and agrees that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement, have reviewed this Agreement, and have been fully involved in the negotiation of the terms and conditions of this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party merely because it prepared this Agreement.

5.4. No Other Representations. Each of the Parties represents, warrants, and agrees that, in executing this Agreement, it has relied solely on the statements expressly set forth within this Agreement. Each of the Parties further represents, warrants, and agrees that, in executing this Agreement, it has placed no reliance whatsoever on any statement, representation, or promise of any other Party, or any other person or entity, that is not expressly set forth within this Agreement, or upon the failure of any other Party, or any other person or entity, to make any statement, representation, or disclosure.

5.5. Full and Complete Integration. This Agreement is the final written expression and the complete and exclusive statement of all agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter of this Agreement. This Agreement replaces and supersedes all prior, former, or contemporaneous agreements, negotiations, understandings, representations, discussions, or warranties between and among the Parties.

5.6. Modification or Amendment. Any modification, alteration, or amendment of this Agreement shall be non-binding, ineffective, and invalid, unless in a writing that

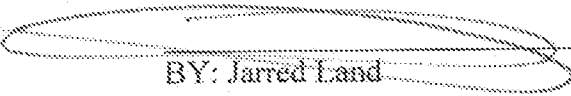
specifically refers to this Agreement and is signed by Parties, or a duly authorized representative of both Parties.

5.7. Future Disputes - Controlling Law, Jurisdiction, and Attorneys' Fees. This Agreement shall be construed and controlled in accordance with the laws of the State of California. The Parties agree that any future dispute between the Parties arising out of this Agreement shall be filed with a court of competent jurisdiction in Orange County, California, and the Parties expressly consent to personal jurisdiction located there, and expressly waive the right to have such matter heard or tried anywhere else in the world.

5.8. Counterparts. This Agreement may be executed in counterparts and so executed shall constitute an agreement binding on all the Parties. A facsimile signature or electronic copy (e.g., .pdf) shall be effective and is deemed to be an original signature.

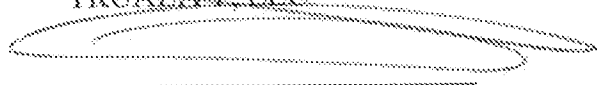
5.9. Headings. The headings in this Agreement are for reference only and shall not in any way control the meaning or interpretation of this Agreement.

RED.COM, LLC



BY: Jarred Land
ITS: President

TRUALITY, LLC



BY: Jarred Land
ITS: Manager

SCHEDULE A PATENTS & APPLICATIONS

Technology	Title	Country	Patent No.	Status	App. No.	Filing Date	Patent No.	Issue Date
Camera platform assembly	HAARD-HOLD CAMERA MOUNT	US	796,003A	Issued	12/05/2007	18-Dec-09	8,123,991	6-Nov-12
Camera platform assembly	HAARD-HOLD CAMERA MOUNT	US	796,003B	Issued	12/05/2007	Nov-12	8,789,973	21-Jul-14
Camera platform assembly	HAARD-HOLD CAMERA MOUNT	US	796,003C	Issued	12/05/2007	17-Nov-14	8,186,934	16-Nov-15
Camera platform assembly	HAARD-HOLD CAMERA MOUNT	US	796,003D	Issued	12/05/2007	18-Dec-09		
Multi-fig displacement processing	METHOD FOR SMOOTHING TRANSITIONS BETWEEN STEREO OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,010A	Issued	12/05/2007	17-Dec-14	8,802,801	23-Nov-17
Multi-fig displacement processing	METHOD FOR SMOOTHING TRANSITIONS BETWEEN STEREO OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,010B	Pending	12/05/2007	6-Feb-17		
Multi-fig displacement processing	METHOD FOR SMOOTHING TRANSITIONS BETWEEN STEREO OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,010C	Issued	12/05/2007	18-Dec-15	10,005,110/7,665-A	30-Jun-18
Multi-fig displacement processing	METHOD FOR SMOOTHING TRANSITIONS BETWEEN STEREO OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,010D	Pending	12/05/2007	18-Feb-16		
Multi-fig displacement processing	METHOD FOR SMOOTHING TRANSITIONS BETWEEN STEREO OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,010E	Issued	12/05/2007	17-Dec-14		
Multi-fig displacement processing	METHOD FOR SMOOTHING TRANSITIONS BETWEEN STEREO OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,010F	Issued	12/05/2007	17-Dec-14		
Multi-camera zoom correction	METHOD FOR CORRECTING THE ZOOM SETTINGS AND/OR THE VERTICAL OFFSET OF FRAMES OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,011A	Issued	12/05/2007	3-Aug-15	10,021,508/901-B	21-Dec-18
Multi-camera zoom correction	METHOD FOR CORRECTING THE ZOOM SETTINGS AND/OR THE VERTICAL OFFSET OF FRAMES OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,011B	Issued	12/05/2007	26-Feb-16	2,740,873	1-Nov-17
Multi-camera zoom correction	METHOD FOR CORRECTING THE ZOOM SETTINGS AND/OR THE VERTICAL OFFSET OF FRAMES OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,011C	Issued	12/05/2007	31-Jan-16	8,895,930	15-Jun-18
Multi-camera zoom correction	METHOD FOR CORRECTING THE ZOOM SETTINGS AND/OR THE VERTICAL OFFSET OF FRAMES OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,011D	Pending	12/05/2007	27-Feb-18		
Multi-camera zoom correction	METHOD FOR CORRECTING THE ZOOM SETTINGS AND/OR THE VERTICAL OFFSET OF FRAMES OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,011E	Pending	12/05/2007	5-Nov-16		
Multi-camera zoom correction	METHOD FOR CORRECTING THE ZOOM SETTINGS AND/OR THE VERTICAL OFFSET OF FRAMES OF A STEREO PAIR AND CONTROLLING OR REGULATING A PLURALITY OF 3D CAMERAS	US	796,011F	Issued	12/05/2007	27-Jul-17		