# 505989124 03/27/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6035833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
IMMERSIVE MEDIA COMPANY	03/31/2011

### **RECEIVING PARTY DATA**

Name:	IMMERSIVE VENTURES INC.
Street Address:	1700 MAIN STREET, SUITE 222
City:	WASHOUGAL
State/Country:	WASHINGTON
Postal Code:	98671

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16572027

## **CORRESPONDENCE DATA**

**Fax Number:** (503)228-4373

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.

**Phone:** 503-227-5631

Email: KLR.Docket@chernofflaw.com

Correspondent Name: THERESA ALLEN

Address Line 1: 111 SW COLUMBIA STREET, SUITE 725

Address Line 4: PORTLAND, OREGON 97201

ATTORNEY DOCKET NUMBER:	9755.0003-001
NAME OF SUBMITTER:	KEVIN L. RUSSELL
SIGNATURE:	/Kevin L. Russell/
DATE SIGNED:	03/27/2020

### **Total Attachments: 6**

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PATENT 505989124 REEL: 052248 FRAME: 0162

#### ASSIGNMENT

THIS ASSIGNMENT made as of the 31st day of March, 2011,

#### AMONG:

EmberClear Inc., an Alberta corporation, Immersive Media Company, an Oregon corporation, and IMC Sensors, Inc., a Texas corporation (the "Vendors")

-ลกส์-

Immersive Ventures Inc., a Washington corporation (the "Purchaser")

WHEREAS the Vendors have agreed to sell and convey the Purchased Intellectual Property (for greater certainty, being the intellectual property and information technology listed and described in Schedule A hereto) to the Purchaser and the Purchaser has agreed to purchase and receive the Purchased Intellectual Property from the Vendors;

NOW THEREFORE for the consideration provided in the Acquisition Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the parties hereto covenant and agree as follows:

#### 1. Definitions

In this Assignment including the recitals hereto, "Acquisition Agreement" means the acquisition agreement dated March 28, 2011 among the Vendors, the Purchaser and Myles McGovern. Capitalized terms which are not otherwise defined herein shall have the meaning ascribed to such terms in the Acquisition Agreement.

### 2. Conveyance

Pursuant to and for the consideration provided for in the Acquisition Agreement, the Vendors hereby sell, assign, transfer, convey and set over to the Purchaser, as of the Effective Time, the entire right, title, estate and interest of the Vendors in and to the Purchased Intellectual Property, to have and to bold the same absolutely, together with all benefit and advantage to be derived therefrom.

#### 3. Subordinate Document

This Assignment is executed and delivered by the parties hereto pursuant to the Acquisition Agreement. The provisions of the Acquisition Agreement shall prevail in the event of a conflict between such provisions and the provisions of this Assignment.

#### 4. Enurement

This Assignment shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

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### 5. Further Assurances

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

#### 6. Time of Essence

Time shall be of the essence in this Assignment.

# 7. Governing Law

This Assignment shall be construed in accordance with and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 8. Counterparts

This Assignment may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original of and all of which together shall constitute one and the same document. A signed facsimile or telecopied copy of this Assignment shall be effectual and valid proof of execution and delivery.

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the date first above written.

EMBERCLEAR INC,		IMMERSIVE MEDIA COMPANY
Per:	Per:	4
IMC SENSORS, INC.		IMMERSIVE VENTURES INC.
Per:	Per:	

### 5. Further Assurances

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

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EMBERCLEAR INC.		IMMERSIVE MEDIA COMPANY
Per:	Per:	
IMC SENSORS, INC.		IMMERSIVE VENTURES INC.
Pen	Per:	

#### SCHEDULE A

#### PURCHASED INTELLECTUAL PROPERTY

- 1. Method and Apparatus for Dodecahedral Imaging System 5,023,725 by David McCutchen. ("The Dodeca Camera") Issued June 11, 1991, expired Oct. 23, 2009. Basic coverage of a dodecahedral camera and projection system.
- 2. Method and Apparatus for Dodecahedral Imaging System EPO Pat/0522204 (One patent in four countries: France, Germany, the U.K. and the Netherlands) by David McCutchen. Expires June 7, 2011. Basic coverage of a dodecahedral camera and projection system; similar to US Patent 5,023,725 (The Dodeca Camera).
- 3. Immersive Dodecahedral Video Viewing System 5,703,604 by David McCutchen. ("The Live Viewer") Issued Dec. 30, 1997, expires May 22, 2015. For a real-time stitching of a region of interest window.
- 4. Synchronization Frame Generator for Multichannel Imaging System 6,317,166 by David McCutchen. ("The Sync Frame Patent"). Issued November 13, 2001, expires Aug. 31, 2018. For synchronizing multiple cameras facing in different directions through a visible sync frame.
- 5. Rotating Scan Self-Cleaning Camera 7,129,971 by David McCutchen. Issued October 31, 2006, expires Feb. 17, 2020. A rotating camera channels an air stream past the lens to automatically keep it clean.
- 6. Recording a Stereoscopic Image of a Wide Field of View 7,525,567 by David McCutchen. Issued April 28, 2009, expires Feb. 18, 2020. A rotating scan camera with two imagers records a stereoscopic image in every direction, with adjustable stereo convergence.
- 7. Spinning Enclosure for Environmental Protection 7,627,235 by David McCutchen and Craig Adkins. Issued December 1, 2009, expires Mar. 12, 2026. A rapidly spinning enclosure around a camera, especially a panoramic camera, throws off rain, dust and fog, enabling a clear image even under severe conditions.
- 8. Rotating Scan Camera 7,791,638 by David McCutchen. Issued September 7, 2010, expires Sept. 7, 2020. A rotating scan camera with two imagers records a stereoscopic image in every direction, with adjustable stereo convergence.

# Plus 6 pending non-provisional patent applications:

- 1. **High Resolution Surveillance System** (Filed 2005) by David McCutchen. Application 11/293409. An extremely high resolution persistent surveillance device with a scanning camera and image analysis on a fixed aerial platform, capable of detecting movement over several square miles. Also described for a high pole mount. Likely to issue soon.
- 2. High Resolution Surveillance Camera (Filed 2005) by David McCutchen. Application 11/293408. An extremely high resolution persistent surveillance device with a scanning camera on a fixed aerial platform such as a stabilized blimp, capable of detecting movement over several square miles.
- 3. Active Mask For Electronic Imaging System (Filed 2007) by David McCutchen. A clear LCD filter in front of a lens interactively and automatically shields pixels on a sensor from overexposure and glare.
- 4. Panoramic Mapping Display (filed 2008, based on provisional from 2007) by Adam Herr, David McCutchen and Ben Siroshton. Application 12/188110. Based on the IM OnScene<sup>TM</sup> product, describing an image-based method for drawing interior mapping projects.
- 5. Image Delivery System with Image Quality Varying by Frame Rate (filed 2009, based on provisional from 2008) by David McCutchen, Myles McGovern, Dustin Moore and Adam Herr. Application 12/414569. Based on the IMC method of delivering higher image quality when the movie is paused.
- 6. Hybrid Media Viewing Application Including A Region of Interest Within A Wide Field of View (2010, based on a provisional filing from 2009) by David McCutchen, Ben Siroshton, Ben Humphrey, Jim Exner and Casey McCandless. Application 12/786270. Description of the components of an advanced playback and production system that includes the ability to handle immersive as well as non-immersive media, either alone or as overlays. Also includes a description of a live immersive server.

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# U.S. and International Registered Trademarks:

- 1. "IMLIVE" Published, awaiting certificate of registration. 3,935,444
- 2. "IMMERSIVE MEDIA" Registration Certificate No. 3,736,811 issued Jan. 10, 2010.
- 3. "IMMERSIVE MEDIA" International Trademark Registration 1 025 341.
- 4. "IMC LOGO" (New Version) US Registration Certificate No. 3,691,522 issued Oct. 6, 2009.
- 5. "IM360" US Registration Certificate No. 3,715,803 issued Nov. 24, 2009.
- 6. "GEOIMMERSIVE" Registration Certificate No. 3,723,895 issued Dec. 8, 2009.
- 7. "IM ONSCENE" Registration Certificate No. 3,640,343 issued June 16, 2009.
- 8. "ONSCENE" Registration Certificate No. 3,540,344 issued June 16, 2009.
- 9. "IMC LOGO" (Old Version) US Registration Certificate No. 3,300,731 issued Oct. 2, 2007.
- 10. "DODECA" US Registration Certificate No. 3,132,017 issued Aug. 22, 2006.
- 11. "TELEMMERSION" US Registration Certificate No. 2,493,953 issued October 2, 2001.
- 12. "ROUNDABOUT" US Registration Certificate No. 2,491,109 issued September 18, 2001.

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PATENT REEL: 052248 FRAME: 0168

**RECORDED: 03/27/2020**