

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7949763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEGEND3D, INC.	05/12/2021
RECEIVING PARTY DATA	
Name:	USFT PATENTS, INC.
Street Address:	8 THE GREEN
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9031383
Patent Number:	9609307
Patent Number:	9595296
CORRESPONDENCE DATA	
Fax Number:	
<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:	8584425877
Email:	joe@arciplaw.com
Correspondent Name:	JOSEPH MAYO
Address Line 1:	5749 LA JOLLA BLVD
Address Line 4:	LA JOLLA, CALIFORNIA 92037
NAME OF SUBMITTER:	JOSEPH MAYO
SIGNATURE:	/JJM53288/
DATE SIGNED:	05/11/2023
Total Attachments: 4	
source=20210922_Assignment_to_USFT_Red#page1.tif	
source=20210922_Assignment_to_USFT_Red#page2.tif	
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PATENT ASSIGNMENT AND LICENSE AGREEMENT

This PATENT ASSIGNMENT AND LICENSE AGREEMENT (this "Assignment") is made effective as of May 12, 2021 (the "Effective Date"), by and among Legend3D, Inc. ("Legend3D") and USFT Patents, Inc. ("USFT").

RECITALS

WHEREAS, pursuant to that certain Settlement Agreement and Mutual Release made between Plaintiffs, on the one hand, and Legend3D, IP Successor Fund 21 L.P., Augustus Ventures, David Patterson, Brian Robertson, Aidan Foley, Jeffrey Shapiro, Mark Steffler, David Habiger, Frank Egan, and Sarita Mandanna, on the other hand, and entered into as of May 12, 2021, Legend3D has agreed to transfer its rights in the patents listed in Schedule I attached hereto ("the Patents") to USFT; and USFT has agreed to license back to Legend3D the right to make, use, sell, offer for sale or import into the United States, the inventions claimed in the Patents, that would ordinarily amount to infringement under 35 U.S. Code § 271 without this agreement and to the same extent Legend3D was able to exercise rights in the Patents prior to the Effective Date, on an irrevocable, royalty-free, and worldwide basis.

NOW, THEREFORE, for good and valuable consideration set forth in the Settlement Agreement and Mutual Release, the receipt and sufficiency of which are hereby acknowledged, Legend3D and USFT agree as follows:

AGREEMENT

1. Assignment. Effective as of the Effective Date, Legend3D does hereby assign, transfer and convey to USFT all of its ownership rights, title and interest in the Patents including the right to sue thereon, and USFT does hereby accept such assignment, transfer and conveyance as of the Effective Date. Subject to the Non-Assertion Covenant, this assignment includes, but is not limited to, all reissues, divisions, continuations, and extensions of the Patents; all available rights of action arising from the Patents; and all claims for damages by reason of past infringement of Patents that are enforceable and the right to sue and collect damages for such infringement. This assignment is intended to be and is an absolute assignment of all right, title, and interest of Legend3D in and to the Patents, including to the registrations of the Patents. Notwithstanding the foregoing, the rights transferred herein are limited to Legend3D's rights in the registered patents identified in Schedule I, attached hereto. From and after the date of this assignment, USFT will be the sole and lawful owner of the interest of Legend3D in and to the Patents, and, subject to the Non-Assertion Covenant, will have all rights in the Patents and the inventions covered by the Patents that Legend3D would have had if this assignment had not been made.

2. Ownership and Good Right to Convey. Legend3D represents and warrants that Legend3D is the sole and exclusive owner of the rights, titles, and interests assigned, transferred, and conveyed in the Patents under this Agreement (subject to any license or similar rights granted thereunder) and has a good and valid right to transfer the same to Plaintiffs. Legend3D further represents and warrants that the Patents are not encumbered by any third-party security interests. Legend3D makes no other warranties or representations and no other warranties or representations are or shall be implied.

9. Condition of Assignment. As a condition of the Assignment, during the period of time until all of the Patents has expired, USFT and any successors and assigns of any of the Patents shall not offer pre-and/or post-production services in the areas of virtual reality, visual effects, or conversion.

10. Confidentiality. USFT agrees not to disclose to any person in any manner any portion of Section 7 without first obtaining prior written consent from Legend3D, which consent may be withheld for any reason in Legend3D's sole discretion. Legend3D agrees not to disclose to any person in any manner any portion of Section 7 without first obtaining prior written consent from USFT, which consent may be withheld for any reason in USFT's sole discretion, except that USFT's prior consent is not required for Legend3D to disclose Section 7 (a) to Prime Focus Creative Canada, Inc.; or (b) in the event that USFT breaches Section 7 by Asserting a Claim against any company listed in Schedule 2, to the company listed in Schedule 2 against whom USFT Asserted a Claim. If Legend3D discloses any portion of Section 7 pursuant to Section 10(a) or (b), it must require the party to whom disclosure is made to maintain confidentiality of the information. Further, Legend3D and USFT agree to hold and keep this Agreement and the terms of this Agreement confidential for the maximum period of time permitted by controlling law. The foregoing, notwithstanding, the parties shall be free to disclose the terms of this Agreement (except for Section 7, which may not be disclosed by USFT or Legend3D to anyone under any circumstances without prior written consent from Legend3D or USFT other than as set forth in Section 10 (a) or (b)) to their attorneys and accountants to whom disclosure must be made in order for them to render professional services to USFT or Legend3D, provided that USFT and Legend3D require such attorneys and accountants to maintain the confidentiality of this information. Further the parties shall also be free to disclose the fact that the patents identified in Schedule 1 have been assigned to USFT by Legend3D.

11. THE PATENTS ARE ASSIGNED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY BY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT. IN NO EVENT SHALL LEGEND3D BE LIABLE FOR DAMAGES, LOSSES OR EXPENSES OF ANY KIND ARISING FROM OR RELATING IN ANY WAY TO THE PATENTS, INCLUDING THOSE ARISING FROM USE, ASSERTION, CLAIM, ENFORCEMENT OR LICENSE OF ANY OF THE PATENTS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY.

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

LEGEND 3D, Inc.

USFT Patents, Inc.

DocuSigned by:
By: Steve Griffith
Steven Griffith, VP of Production

By: _____
Its: _____

9. Condition of Assignment. As a condition of the Assignment, during the period of time until all of the Patents has expired, USFT and any successors and assigns of any of the Patents shall not offer pre-and/or post-production services in the areas of virtual reality, visual effects, or conversion.

10. Confidentiality. USFT agrees not to disclose to any person in any manner any portion of Section 7 without first obtaining prior written consent from Legend3D, which consent may be withheld for any reason in Legend3D's sole discretion. Legend3D agrees not to disclose to any person in any manner any portion of Section 7 without first obtaining prior written consent from USFT, which consent may be withheld for any reason in USFT's sole discretion, except that USFT's prior consent is not required for Legend3D to disclose Section 7 (a) to Prime Focus Creative Canada, Inc.; or (b) in the event that USFT breaches Section 7 by Asserting a Claim against any company listed in Schedule 2, to the company listed in Schedule 2 against whom USFT Asserted a Claim. If Legend3D discloses any portion of Section 7 pursuant to Section 10(a) or (b), it must require the party to whom disclosure is made to maintain confidentiality of the information. Further, Legend3D and USFT agree to hold and keep this Agreement and the terms of this Agreement confidential for the maximum period of time permitted by controlling law. The foregoing, notwithstanding, the parties shall be free to disclose the terms of this Agreement (except for Section 7, which may not be disclosed by USFT or Legend3D to anyone under any circumstances without prior written consent from Legend3D or USFT other than as set forth in Section 10 (a) or (b)) to their attorneys and accountants to whom disclosure must be made in order for them to render professional services to USFT or Legend3D, provided that USFT and Legend3D require such attorneys and accountants to maintain the confidentiality of this information. Further the parties shall also be free to disclose the fact that the patents identified in Schedule 1 have been assigned to USFT by Legend3D.

11. THE PATENTS ARE ASSIGNED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY BY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT. IN NO EVENT SHALL LEGEND3D BE LIABLE FOR DAMAGES, LOSSES OR EXPENSES OF ANY KIND ARISING FROM OR RELATING IN ANY WAY TO THE PATENTS, INCLUDING THOSE ARISING FROM USE, ASSERTION, CLAIM, ENFORCEMENT OR LICENSE OF ANY OF THE PATENTS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY.

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

LEGEND 3D, Inc.

USFT Patents, Inc.

By: _____
Steven Griffith, VP of Production

By:  _____
Us: Joseph T. Mayo
President

SCHEDULE 1 - Patents

	Case No.	Pat. No.	Issue date	Title
1	LF-P0003	7,181,081	2/20/07	IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
2	LF-P0022	7,333,670	2/19/08	IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
3	LF-P0028	7,577,312	8/18/09	IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
4	LF-P0029	7,907,793	3/15/11	IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
5	LF-P0031	8,073,247	12/6/11	MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
6	LF-P0032	8,078,006	12/13/11	MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
7	LF-P0033	8,160,390	4/17/12	MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
8	LF-P0034	8,385,684	2/26/13	SYSTEM AND METHOD FOR MINIMAL ITERATION WORKFLOW FOR IMAGE SEQUENCE DEPTH ENHANCEMENT
9	LF-P0036	8,396,328	3/12/13	MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
10	LF-P0035	8,401,336	3/19/13	SYSTEM AND METHOD FOR RAPID IMAGE SEQUENCE DEPTH ENHANCEMENT WITH AUGMENTED COMPUTER-GENERATED ELEMENTS
11	LF-P0041	8,953,905	2/10/15	RAPID WORKFLOW SYSTEM AND METHOD FOR IMAGE SEQUENCE DEPTH ENHANCEMENT
12	LF-P0043	9,007,365	4/14/15	LINE DEPTH AUGMENTATION SYSTEM AND METHOD FOR CONVERSION OF 2D IMAGES TO 3D IMAGES
13	LF-P0051	9,067,404	4/14/15	TILT-BASED LOOK AROUND EFFECT IMAGE ENHANCEMENT METHOD
14	LF-P0040	9,031,383	5/12/15	MOTION PICTURE PROJECT MANAGEMENT SYSTEM
15	LF-P0047	9,113,130	8/18/15	MULTI-STAGE PRODUCTION PIPELINE SYSTEM
16	LF-P0054	9,241,147	1/19/16	EXTERNAL DEPTH MAP TRANSFORMATION METHOD FOR CONVERSION OF TWO-DIMENSIONAL IMAGES TO STEREOSCOPIC IMAGES
17	LF-P0072	9,279,965	2/23/16	MULTI-STAGE PRODUCTION PIPELINE SYSTEM
18	LF-P0068	9,277,122	3/1/16	SYSTEM AND METHOD FOR REMOVING CAMERA ROTATION FROM A PANORAMIC VIDEO
19	LF-P0067	9,282,321	3/8/16	3D MODEL MULTI-REVIEWER SYSTEM
20	LF-P0066	9,286,941	3/15/16	IMAGE SEQUENCE ENHANCEMENT AND MOTION PICTURE PROJECT MANAGEMENT SYSTEM
21	LF-P0069	9,288,476	3/15/16	SYSTEM AND METHOD FOR REAL-TIME DEPTH MODIFICATION OF STEREO IMAGES OF A VIRTUAL REALITY ENVIRONMENT
22	LF-P0065	9,407,904	8/2/16	METHOD FOR CREATING 3D VIRTUAL REALITY FROM 2D IMAGES
23	LF-P0070	9,438,878	9/6/16	METHOD OF CONVERTING 2D VIDEO TO 3D VIDEO USING 3D OBJECT MODELS
24	LF-P0077	9,443,555	9/13/16	MULTI-STAGE PRODUCTION PIPELINE SYSTEM
25	LF-P0042	9,547,937	1/17/17	THREE-DIMENSIONAL ANNOTATION SYSTEM AND METHOD
26	LF-P0082	9,595,296	3/14/17	MULTI-STAGE PRODUCTION PIPELINE SYSTEM
27	LF-P0074	9,609,367	3/28/17	METHOD OF CONVERTING 2D VIDEO TO 3D VIDEO USING MACHINE LEARNING
28	LF-P0078	9,615,082	4/4/17	IMAGE SEQUENCE ENHANCEMENT AND MOTION PICTURE PROJECT MANAGEMENT SYSTEM AND METHOD