

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8165840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
3ALITY DIGITAL SYSTEMS LLC	08/20/2018
RECEIVING PARTY DATA	
Name:	JAMES CAMERON
Street Address:	16027 VENTURA BLVD.
Internal Address:	SUITE 301
City:	ENCINO
State/Country:	CALIFORNIA
Postal Code:	91436
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60698963
Application Number:	11486368
CORRESPONDENCE DATA	
Fax Number:	(310)979-3603
<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:	3109793600
Email:	courtfilling@hankinpatentlaw.com
Correspondent Name:	HANKIN PATENT LAW, APC
Address Line 1:	11414 THURSTON CIRCLE
Address Line 2:	SUITE 1265
Address Line 4:	LOS ANGELES, CALIFORNIA 90049
ATTORNEY DOCKET NUMBER:	CAMERON-00026
NAME OF SUBMITTER:	MARC E. HANKIN
SIGNATURE:	/Marc E. Hankin/
DATE SIGNED:	09/13/2023
Total Attachments: 17	
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Schklair-CORRECTED#page2.tif
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CONFIDENTIAL PURCHASE AGREEMENT

This CONFIDENTIAL PURCHASE AGREEMENT (this "Agreement") is entered into as of August 20, 2018 (the "Effective Date"), by, on the one hand: James Cameron, an individual, and Lightstorm Technologies, Inc., with an address at 16027 Ventura Blvd., Suite 301, Encino, CA 91436 (hereinafter referred to collectively as "Purchaser"), and, on the other hand: (1) 3ality Digital Systems LLC (DBA 3ality Technica), a Delaware limited liability company; (2) 3ality, Inc., a Delaware corporation; (3) 3ality Digital LLC, a Delaware limited liability company; (4) Steven Schklair, an individual, and (5) whichever of these Delaware Corporations still exist: 3ALITY ACQUISITION, LLC; 3ALITY DIGITAL ENTERTAINMENT LLC; 3ALITY DIGITAL ENTERTAINMENT VENTURES I, LLC; 3ALITY DIGITAL LLC; 3ALITY DIGITAL MEDIA LLC; 3ALITY DIGITAL SYSTEMS LLC; 3ALITY HOLDINGS, INC.; 3ALITY, INC. (hereinafter collectively referred to as "Sellers"), with an address at 55 East Orange Grove Ave., Burbank, CA 91502. Purchaser and Sellers are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Sellers are the owners of record of U.S. and Foreign Patents and Patent Applications, trademarks, websites, non-patented technology, copyrights, common law intellectual property assets and rights, goodwill, know-how, unfiled intellectual property assets and rights, and other intellectual property assets (hereinafter referred to as the "3ality Intellectual Property"), related to creation and delivery of 3D entertainment content;

WHEREAS, Purchaser desires to purchase the 3ality Intellectual Property from Sellers, and Sellers desire to sell to Buyer the 3ality Intellectual property and five (5) SIP branded stereo image processors; and

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

ARTICLE 1

PURCHASE AND SALE OF THE RIGHTS AND THE 3ALITY INTELLECTUAL PROPERTY

1.1 Purchase of the 3ality Intellectual Property and Rights Thereto. On the Effective Date, subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from Sellers, and Sellers agree to sell to Purchaser, the 3ality Intellectual Property, free and clear of all Liens, including, without limitation, all trademark rights, patent rights, copyrights, know-how, inventions, unfiled intellectual property rights, moral rights, goodwill, artists rights, other intellectual property rights, any ancillary rights arising therefrom, all other rights of any nature and kind therein, and the right to grant these rights, or any part of them, to third parties (hereinafter referred to as the "Rights"); the intent of this Paragraph being a buy-out of 100% of the Rights by Purchaser. The Rights and 3ality Intellectual Property specifically includes, without limitation, the Patents, Trademarks, and Websites listed in the below Appendices A, B, and C. The Rights and the 3ality Intellectual Property are hereinafter collectively referred to as the "Purchased Intellectual Property".

1.2 Purchase of five (5) working and fully functional SIP branded stereo image processors.

Within ten (10) days of the Effective date, Sellers agree to deliver five (5) working and fully functional SIP branded stereo image processors to purchaser.

1.3 Additional Documentation. Within two (2) days of the Effective Date, Sellers agree to provide to Purchaser any and all documentation regarding the engineering design of any and all of the Purchased Intellectual Property, including but not limited to, any and all: drawings; specification sheets; cut sheets; technical data; circuit board diagrams; parts lists; any and all functional manuals for the SIP processors and the like; etc.

1.4 Consideration/Purchase Price. Within two (2) days of the Effective Date, Purchaser agrees to pay to Sellers a lump sum cash payment via wire transfer of fifty-thousand dollars (\$50,000.00) (the "Purchase Payment") for the Purchased Intellectual Property and the five (5) working and fully functional SIP branded stereo image processors.

1.5 Execution of Assignments. At the time of signing this Agreement, Sellers agree to execute and return to Purchaser the Patent Assignment and the Trademark Assignment, a copy of which is attached hereto as Appendices D and E, respectively.

1.6 Grant of License Back by Purchaser to Sellers. Upon execution and return to Purchaser of this Agreement, Purchaser agrees to grant to Steven Schklair a non-exclusive, non-transferable, royalty free license back ("License"), to continue to use the 3ality trademarks, the 3ality website, and the technological equipment that is in the current possession of Sellers for the creation of 3D entertainment content, provided however, that Sellers may not advertise, market, promote, or in any other way announce to the public that Sellers and/or Sellers' activities are in any way associated with, sponsored by, endorsed by, and/or affiliated with Purchaser and/or any of Purchaser's projects, past, present, or future. This License will terminate on December 31, 2019. The License is not transferable or sublicensable. In the event that Steven Schklair attempts to transfer or sublicense the License, the License will terminate immediately. The Parties may later agree to allow Steven Schklair to license the Purchased Intellectual Property for an agreed to royalty. The Parties agree that Steven Schklair must request and receive advance written permission from Purchaser before generating software keys for equipment related to the Purchased Intellectual Property, including specifically stereo image processors. Permission will be withheld by Purchaser if the equipment is to be used by any entity/individual other than Steven Schklair or it is to be used with equipment that undercuts Purchaser's ability to license the Purchased Intellectual Property. The determination of whether to allow Sellers to generate software keys is entirely up to Purchaser, in its sole and exclusive discretion.

1.7 URL and Social Media Pages. On or before December 31, 2019, or earlier if the License is terminated earlier, Sellers will phase out Sellers' use of the 3ALITY name and will transfer control of any and all URLs, websites, social media accounts, and web pages controlled or used by Sellers related to the 3ality Intellectual Property, including, without limitation, those listed in Appendix C to this Agreement.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES CONCERNING THE TRANSACTION

2.1 Sellers' Representations and Warranties. Sellers represent and warrant to Purchaser that the statements contained in this Section 2.1 are correct and complete as of the Effective Date.

(a) Authorization of Transaction. Sellers have the full power and authority to

execute and deliver this Agreement and to perform their obligations hereunder and thereunder. This Agreement constitutes the legally binding obligation of the Sellers, enforceable in accordance with their respective terms and conditions. Sellers are not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority or any other third party/parties in order to consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement has been duly authorized by Sellers.

(b) Ownership. As of the day before the Effective Date, Sellers hold of record and own beneficially the Purchased Intellectual Property, free and clear of any restrictions on transfer, Taxes, Liens, options, warrants, purchase rights, contracts, commitments, equities, claims and demands. As of the day before the Effective Date, Sellers are not a party to any option, warrant, purchase right, or other contract or commitment that could require them to sell, transfer, or otherwise dispose of the Purchased Intellectual Property, except as contemplated by this Agreement. On the Effective Date, contingent upon payment of the Purchase Payment in accordance with Section 1.3, the Purchased Intellectual Property will be acquired by Purchaser free and clear of all Liens, and Purchaser will have good title to the Purchased Intellectual Property.

2.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Sellers that the statements contained in this Section 2.2 are correct and complete as of the Effective Date.

(a) Authorization of Transaction. Purchaser has full power and authority (including full corporate power and authority) to execute and deliver this Agreement to which it is a Party and to perform its obligations hereunder and thereunder. This Agreement, to be executed by Purchaser as of the Effective Date, will constitute the legally binding obligation of Purchaser, enforceable in accordance with their terms and conditions. Purchaser need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority in order to consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement and has been duly authorized by Purchaser.

ARTICLE 3 POST-EFFECTIVE DATE COVENANTS

The Parties agree as follows with respect to the period following the Effective Date:

3.1 General. In case, at any time after the Effective Date, any further action is necessary or advisable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting.

ARTICLE 4 GENERAL PROVISIONS

4.1 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire Agreement among the Parties and supersedes any prior understandings, agreements, drafts, negotiations, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

4.2 Confidentiality. The provisions of this Agreement and all preceding communications

regarding negotiation, compromise, payment, and settlement shall be held in the strictest confidence by the Parties and their attorneys, and shall not be publicized or disclosed in any manner whatsoever, other than as necessary to carry out its provisions. Notwithstanding the foregoing restrictions, the Parties may respond to inquiries regarding the matters covered by and related to this Agreement by stating that all such matters have been resolved to the satisfaction of the Parties. In addition, the Parties may confidentially disclose this Agreement as necessary to their respective officers, directors, partners, employees, attorneys, accountants and auditors, and as otherwise necessary to fulfill standard or legally required corporate reporting or disclosure requirements and the Parties may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law.

4.3 Counterparts. This Agreement may be executed in one (1) or more counterparts (including by means of facsimile or pdf), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

4.4 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.5 Notices and Wire Information. All notices, requests, demands, claims, Signed Counterparts, and other communications hereunder will be in writing and by email and addressed to the intended recipient as set forth below:

If to Sellers: Steven Schklair
Email: steve@3alitytechnica.com

[Insert Bank Wire Information]

If to Purchaser: James Cameron
Lightstorm Technologies, Inc.
c/o Patrick Dunn
Dunn, Pariser, & Peyrot
16027 Ventura Blvd #301
Encino, CA 91436
Email: PDunn@DPPcpa.com

With a Copy at the Same Time to: Hankin Patent Law, APC
12400 Wilshire Blvd., Suite 1265
Los Angeles, CA 90025
Attention: Marc E. Hankin
Marc@HankinPatentLaw.com
Fax: (310) 979-3603

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth. Notwithstanding the foregoing, notices sent by electronic mail shall be deemed effective when sent so long as the sender keeps proof: (a) that the message was sent, (b) that the message was delivered to the recipient's information processing system, and (c) as of the time and date on the

message, it was delivered to the recipient, along with a verifiable electronic record of the exact content of the message sent.

4.6 Governing Law. This Agreement shall be governed by, construed and enforced under and in accordance with the local laws of the state of California, without regard to the principles thereof relating to conflict of laws.

4.7 Legal Proceedings. Each party irrevocably: (a) submits to the jurisdiction of any State Court of Los Angeles County, California, and the Western Division of the United States District Court for the Central District of California for the purpose of any suit, action, or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (b) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (c) waives, to the fullest extent permitted by law, any right to challenge the jurisdiction of any such court or from any legal process therein, (d) agrees not to commence any Proceeding other than in such courts, and (e) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum. Nothing herein shall preclude any of the Parties hereto from serving process in any other manner.

4.8 Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby, and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

4.9 Expenses. Each of Purchaser and Sellers will bear its own costs and expenses (including legal fees, taxes, and expenses) incurred in connection with the negotiation, drafting, and execution of this Agreement and the transactions contemplated hereby.

4.10 Construction. The Parties are deemed to have participated jointly in the negotiation and drafting of this Agreement. Each of the Parties hereto has had an opportunity to retain and consult with experienced legal counsel to represent them in the negotiation and execution of this Agreement. Each Party hereby authorizes and directs its attorneys to execute any papers, and to take such other actions, that may be necessary or appropriate to carry out the terms of this Agreement. The Parties further acknowledge and agree that this Agreement has been diligently and completely negotiated, and is the final product of drafts and revisions prepared after extensive review, discussion, and negotiations. The language contained herein shall in all events be construed simply in accordance with its fair meaning, and, for purposes of applicable law regarding construction of contracts, this Agreement, and each of the provisions contained herein, shall not be deemed to have been drafted by any particular Party, and shall not be construed for or against any particular Party on the basis of which Party drafted this Agreement, or any particular provision herein, towards which end, all Parties hereby expressly waive any benefit that might arise from California Civil Code § 1654, or any similar rule of construction. The word "including" shall mean including without limitation.

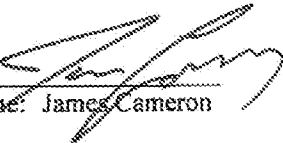
4.11 Incorporation of Exhibits and Appendices. The Appendices identified in this Agreement are incorporated herein by reference and made a part hereof.

BY THEIR SIGNATURES BELOW, EACH OF THE UNDERSIGNED REPRESENTS THAT S/HE HAS READ THE FOREGOING AND FULLY UNDERSTANDS AND AGREES TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING EACH REPRESENTATION AND WARRANTY, AND THAT EACH SIGNATORY IS AUTHORIZED TO SIGN ON BEHALF OF THE PARTY ON BEHALF OF WHOM S/HE PURPORTS TO SIGN, INTENDING FOR THAT PARTY TO BE BOUND BY THIS AGREEMENT.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Purchase Agreement as of the date first above written.

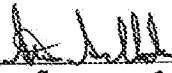
PURCHASER:

Lightstorm Technologies, Inc.
James Cameron

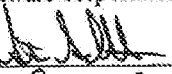
By: 
Name: James Cameron

SELLERS:


3ality Digital Systems, LLC DBA 3ality Technica
a Delaware limited liability company

By: 
Name: STEVE SCHKLAIR
Title: CEO

3ality, Inc.
a Delaware corporation

By: 
Name: STEVE SCHKLAIR
Title: CEO

3ality Digital LLC
a Delaware limited liability company

By: 
Name: STEVE SCHKLAIR
Title: CEO

Steven Schklair

By: 
Name: Steven Schklair

APPENDIX A
Patents and Patent Applications

Filing Date	Our Ref	Country	App. No.	Title	Issue Date	Patent No.	Inventor(s)
7/14/2006	001PR	US	60/698963	Real-time process and technology using image processing to maintain and insure viewer comfort during capture, live transmission, and post-production of stereoscopic 3D imagery	Expired	Expired	Butler-Smith, Bernard J. Schklair, Steven J.
7/14/2006	001A	US	11/486,368	Real-time process and technology using image processing to maintain and ensure viewer comfort during capture, live transmission, and post production of stereoscopic 3D imagery	Pending		Butler-Smith, Bernard J. Schklair, Steven J.
6/2/2012	004PR	US	61/350,812 (PR)	Anti-backlash bracket	Expired	Expired	NA
5/31/2011	004EP	EP	11790294.0	Anti-backlash bracket	Abandoned	Abandoned	Ushino, Gary Katsuya Vierbach, Thomas Meyr, Ursula
5/31/2011	044WO	PCT	PCT/US2011/038605	Anti-backlash bracket	Priority — 06/02/2010		Ushino, Gary Katsuya Vierbach, Thomas Meyr, Ursula
2/15/2012	005DE	DE	10 2012 003 011.8	Near-target and usage of a near-target during a calibration of a 3D-camera (Application Text NA)	Pending		NA
2/14/2013	005WO	PCT	PCT/IB2013/000190	Near-target and usage of a	Pending		NA

				near-target during a calibration of a 3D-camera (Application Text NA)			
11/24/1998	006A	US	09/199,888	3D stereo real-time sensor system, method and computer program therefore	12/27/2005	6,980,210	Weighlofer, Gerhard Pauker, Fritz Henkel, Rolf
11/20/1998	006EP	EP	98122061.9	Coherence detector	9/26/2001	EP0918302	Pauker, Fritz Henkel, Rolf
1/19/2005	007DE	DE	10 2005 002 697.4	Image-capture system with at least two channels which are distanced to each other	Pending		Cross, Christian Grevel, Thomas Kunert, Georg Steiner, Werner
4/5/2011	0008DE1	DE	10 2011 016 169.4	Method for controlling two cameras of three dimensional-camera rig for recording three-dimensional films, involves using optimal values for distance of cameras to point at which axes of cameras cross each other, and for distance of axes cameras	Pending		Weiland, Christian Siegl, Robert Borchert, Martin Lenz, Matthias
11/20/1998	N/A	EP	598 04 717.4	Coherence detector	8/14/2002	598 04 717.4	Pauker, Fritz Henkel, Rolf
11/24/1998	N/A	JP	JP1998000332472	Coherence detector for image processor, esp. for stereoscopic image processing		JP 11257932	
11/11/1998	N/A	DE	198 51 993.1	Coherence detector for image processor, esp. for stereoscopic	Pending		Pauker, Fritz Henkel, Rolf

				image processing			
11/24/1997	N/A	DE	DE1997019752047				
5/6/2005	N/A	CN	CN1998246A	Stereoscopic television signal processing method, transmission system and viewer enhancements			
5/6/2005	N/A	CN	CN1981522A	Stereoscopic television signal processing method, transmission system and viewer enhancements			
10/13/1999	N/A	US	09/418196	Personal cooling device and method	8/14/2001	6,272,877	
1/21/1997	N/A	EP	EP1997902987	Systems for three-dimensional viewing and projection	7/9/2004	EP0877967	Kleinberger, Paul Kleinberger, Ilan
1/21/1997	N/A	DE	DE69733004	Stereoscopic viewing and projection systems	5/19/2005	697 33 004.4	Kleinberger, Paul Kleinberger, Ilan
4/5/2011	008DE2	DE	10 2011 112 726.0	Method for controlling two cameras of a 3-D camera rig and camera rig	Pending		Wieland, Christian Siegl, Robert Borchert, Martin Lenz, Matthias
3/8/2012	008WO	PCT	PCT/EP2012/001035	Method for controlling two cameras of a 3-D camera rig and camera rig	Priority 09/07/2001		Wieland, Christian Siegl, Robert Borchert, Martin Lenz, Matthias
10/3/2013	008NP	US	14/009794	Method for controlling two cameras of a 3-D camera rig and camera rig	Pending		Wieland, Christian Siegl, Robert Borchert, Martin Lenz, Matthias
4/5/2011	009DE	DE	10 2011 016 171.6	Method for aligning a 3D-camera, method for	8/21/2012	10 2011 016 171.6	Wieland, Christian Siegl, Robert

				controlling a 3D-camera during filming and camera rig with two cameras			Borchert, Martin
3/8/2012	009OW	PCT	PCT/EP2012/001036	Method for aligning a 3-D camera, method for controlling a 3-D camera during filming and camera rig having two cameras	Priority 4/5/2011		Wieland, Christian Siegl, Robert Borchert, Martin
10/3/2013	009NP	US	14/009793	Method for aligning a 3-D camera, method for controlling a 3-D camera during filming and camera rig having two	Pending		Wieland, Christian Siegl, Robert Borchert, Martin
5/23/2008	002PR	US	61/128,692 (PR)	Camera platform for 3-D photography	Expired	Expired	Pizzo, Stephen Ortega, Hector
5/26/2009	002A	US	12/454,899	Camera platform for 3-D photography	5/15/2012	8,180,214	Pizzo, Stephen Ortega, Hector
5/2/2012	002C1	US	13/462,063	Camera platform for 3-D photography	Pending		Pizzo, Stephen Ortega, Hector

APPENDIX B
U.S. Trademarks and Trademark Applications

Trademark	Application Serial Number	Reg. No.	Owner
ELEMENTS	85800662	N/A	3ality Digital Systems, LLC
3ALITY TECHNICA	85436650	4167047	3ality Digital Systems, LLC
MAKING 3D FEEL FAMILIAR	85245082	N/A	3ality Digital Systems, LLC
ATOM	85224937	4143755	3ality Digital Systems, LLC
NEUTRON	85224934	N/A	3ality Digital Systems, LLC
PULSAR	85224927	4143754	3ality Digital Systems, LLC
QUASAR	85224920	N/A	3ality Digital Systems, LLC
3ALITY DIGITAL	85188177	4079140	3ality Digital, LLC
SIP	85175637	4095365	3ality Digital Systems, LLC
3ALITY	78798919	3192883	3ality Digital Systems, LLC
THREALITY	78247441	3068955	3ality Digital Systems, LLC
MANTIIS	77639947	4035371	3ality Digital Systems, LLC
3FLEX	77882056	3875847	3ality Digital Systems, LLC
TECHNICA 3D	77705415	N/A	3ality Digital Systems, LLC
E	77634576	4272495	3ality Digital Systems, LLC
ELEMENT TECHNICA	77634549	N/A	3ality Digital Systems, LLC
3ALITY	75940432	N/A	3ality, Inc.

APPENDIX C
Domain Names and Social Media Sites

- www.3alitytechnica.com
- <https://www.linkedin.com/company/3ality-technica/>
- <https://www.linkedin.com/company/3ality-digital/>
- <https://www.facebook.com/3ality>

APPENDIX D
Patent Assignment

PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered effective as of August 20, 2018.

WHEREAS, 3ality Digital Systems LLC (DBA 3ality Technica), a Delaware limited liability company, 3ality, Inc., a Delaware corporation, 3ality Digital LLC, a Delaware limited liability company, and (4) Steven Schklair, an individual, (hereinafter collectively referred to herein as "Assignors"), with an address at 55 East Orange Grove Ave., Burbank, CA 91502, believes themselves to be the record owner of the inventions as disclosed and claimed in the United States and Foreign Patents and Patent Applications listed in Appendix A;

WHEREAS, James Cameron, an individual, and _____, with an address at 16027 Ventura Blvd., Suite 301, Encino, CA 91436 (hereinafter referred to collectively as "Assignee"), desires to acquire by formal, recordable assignment, the entire right, title, and interest in and to the inventions, the application(s), and any Letters Patent(s) that might be granted for the inventions in the United States and throughout the world; including any and all divisional, continuation, continuation-in-part, reexamination or reissue applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have sold, assigned, and transferred, and by these present does hereby sell, assign, and transfer, unto Assignee, the entire right, title, and interest in and to the inventions, the application(s), and any Patent(s) that might be granted for the inventions in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign Patent applications any priority rights to which such applications are entitled, pursuant to international conventions, treaties, or otherwise, including the right to sue for any and all past infringement(s) of any or all of the foregoing Patent(s).

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patents in the United States and throughout the world for the inventions, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the inventions, the application(s), and any Letters Patent(s) granted for the inventions in the United States and throughout the world. In addition, Assignors do hereby make, constitute, and appoint Assignee, or any officer or agent of Assignee, as Assignors' true and lawful attorney-in-fact, with power of substitution, to enforce every such contract, permit, license, claim, demand, or right, with respect to the Assigned inventions,

application(s), and any Patent(s) granted for the inventions in the United States and throughout the world, and to do any and all things necessary to be done as fully and effectually as Assignors might or could do, and hereby ratifies all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment. Assignors further represent and warrant that they do not know of any improvements to the inventions, other than what has been disclosed in the Assigned Patents and/or has been communicated to the patent attorney(s) in prosecuting said Assigned Patents. Assignor has not filed any patent applications relating in any way to the Assigned Patents, other than what has been disclosed in said Assigned Patents, and agrees not to do so.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patents granted for the inventions, whether on the applications or on any subsequently filed division, continuation, continuation-in-part, or reissue application, to Assignee, or its successors or assigns, as the assignee of the entire interest in the invention.

IN WITNESS WHEREOF, and intending to bind themselves, their heirs, and assigns, Assignors have executed this Assignment.

“ASSIGNEE”

James Cameron

By: 
Name: James Cameron

“ASSIGNORS”

3ality Digital Systems, LLC DBA 3ality Technica
a Delaware limited liability company

By: _____
Name: _____
Title: _____

3ality, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

3ality Digital LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Steven Schklair

By: _____
Name: Steven Schklair

APPENDIX E
Trademark Assignment

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effect as of the 20th day of August, 2018, by and between, on the one hand, (1) 3ality Digital Systems LLC (DBA 3ality Technica), a Delaware limited liability company, (2) 3ality, Inc., a Delaware corporation, (3) 3ality Digital LLC, a Delaware limited liability company, and (4) Steven Schklair, an individual, (hereinafter collectively referred to herein as "Assignors"), with an address at 55 East Orange Grove Ave., Burbank, CA 91502, and, on the other hand James Cameron, an individual, and _____, with an address at 16027 Ventura Blvd., Suite 301, Encino, CA 91436 (hereinafter referred to collectively as "Assignee");

WHEREAS, Assignors are the owner of the U.S. Trademarks and Trademark Applications listed in Appendix B (the "Marks") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignors desire to enter into this Assignment to effect the transfer of the Marks to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and as set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Transfer and Assignment.** Assignors hereby transfer and assign to Assignee all of their right, title, and interest in and to the Marks, together with the goodwill associated herewith and the right to recover for damages and profits and other remedies for past infringements of the Marks and the right to prosecute this and any other applications or registrations of the Marks.

2. **Further Documentation and Actions.** Assignors hereby agree to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts, to vest in Assignee Assignors' right, title, and interest in and to the Marks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

"ASSIGNEE"

James Cameron

By: 
Name: James Cameron

"ASSIGNORS"

3ality Digital Systems, LLC DBA 3ality Technica
a Delaware limited liability company

By: _____
Name: _____
Title: _____

3ality, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

3ality Digital LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Steven Schklair

By: _____
Name: Steven Schklair