

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gyricon Media, LLC		06/24/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Xerox Corporation
Street Address:	800 Long Ridge Road
Internal Address:	P.O. Box 1600
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06904
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76227221	SMARTPAPER
Serial Number:	76227609	MAESTROWARE
Serial Number:	76227203	MAESTROSIGN
Serial Number:	76227047	MAESTROSIGN SYSTEM

CORRESPONDENCE DATA

Fax Number: (215)981-4750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2159814794

Email: isztwana@pepperlaw.com

Correspondent Name: Alexis Dillett Isztwan

Address Line 1: 18th and Arch Streets

Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:

GMLLC/XEROX

NAME OF SUBMITTER:

Alexis Dillett Isztwan

TRADEMARK

900005368

REEL: 002794 FRAME: 0873

OP \$115.00 76227221

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into with an effective date of June 24, 2003, by Gyricon Media, LLC, a Delaware corporation having its principal place of business at 6190 Jackson Road, Ann Arbor, MI 48103 (hereinafter called "Assignor") in favor of Xerox Corporation, a New York corporation having its principal place of business at P.O. Box 1600, 800 Long Ridge Road, Stamford, Connecticut 06904 (hereinafter called "Assignee"), pursuant to Liquidation Plan of Gyricon Media, LLC, dated May 7, 2003 and effective June 24, 2003,

WITNESSETH

WHEREAS, Assignor is the owner of record in the U.S. Patent and Trademark Office or foreign counterparts thereto of the entire right, title and interest in and to (i) the patents and pending patent applications listed on Schedule A (the "Patents") and (ii) the trademark applications and registrations listed on Schedule B (the "Trademarks"); and

WHEREAS, pursuant to the Liquidation Plan for Gyricon Media, LLC, dated May 7, 2003, the Patents and Trademarks have been assigned to Assignee, effective June 24, 2003.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, Assignor and Assignee hereby confirm and agree as follows:

PATENTS

1. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement;

2. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor;

3. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the

execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents;

4. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee and at its expense, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries;

5. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

TRADEMARKS

6. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;

7. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;

8. The parties hereto shall reasonably cooperate with each other, but at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

GENERAL

9. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed;

10. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

11. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;

12 This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

13. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

GYRICON MEDIA, LLC

By: H. Gallaire
Name: Hervé Gallaire
Title: Chairman

XEROX CORPORATION

By: H. Gallaire
Name: Hervé Gallaire
Title: President, XIG

ACKNOWLEDGMENT

STATE OF Michigan

COUNTY OF Monroe

:
: ss.
:

Hervé Gallaire, being duly sworn, says that he/she is the President of Xerox Corporation, a New York corporation, and acknowledges that he/she did sign said instrument for Xerox Corporation, pursuant to due authority.

Sworn to and subscribed
before me this 11th day
of Nov, 2003.

Dan Jean Kynke
Notary Public

My commission expires: 11-19-06

(SEAL)

ACKNOWLEDGMENT

STATE OF Michigan

COUNTY OF Monroe

:
: SS.
:

Hervé Gallaive, being duly sworn, says that he/she is the Chairman of Gyricon Media, LLC, a Delaware corporation, and acknowledges that he/she did sign said instrument for Gyricon Media, LLC, pursuant to due authority.

Sworn to and subscribed

before me this 11th day

of Nov, 2003.

Nancy Jean Kypke
Notary Public

My commission expires: 11-19-06

(SEAL)

SCHEDULE A – PATENTS

Patent or Application Number	Country	Title	Filing Date	Issue Date
6,588,131	United States	Animated Sign Assembly	08/31/2001	07/08/2003
10/434,560	United States	Animated Sign Assembly	05/09/2003	
10/397,061	United States	Method and System for Controlling a Distributed Network of Signs	03/25/2003	
10/397,017	United States	Continuous Combined Pigmented Wax Compounding and Bichromal Sphere Fabrication Process	03/25/2003	
10/396,625	United States	Fluid Exchange System for Displays	03/25/2003	
10/396,642	United States	Driving Methods for an Electronic Display	03/25/2003	
10/396,119	United States	Signs Using Electronically Programmable Reflective Media	03/25/2003	
60/454,473	United States	System and Method for Updating a Distributed Network of Signs, and Improvements Thereof	03/13/2003	
PCT/US03/08733	PCT	Driving Methods for an Electronic Display	03/25/2003	
PCT/US03/09224	PCT	A System and Method for Remotely Controlling a Distributed Network of Signs	03/25/2003	
PCT/US03/09829	PCT	Signs Using Electronically Programmable Reflective Paper	03/25/2003	
PCT/US03/10116	PCT	Fluid Exchange System for Displays	03/25/2003	
PCT/US03/09300	PCT	Continuous Combined Pigmented Wax and Bichromal Sphere Fabrication Process	03/25/2003	

SCHEDULE B - TRADEMARKS

Application or Registration Number	Country	Mark	Filing Date	Registration Date
76/227,221	United States	SMARTPAPER	03/19/01	
76/227,609	United States	MAESTROWARE	03/19/01	Abandoned
76/227,203	United States	MAESTROSIGN	03/19/01	Abandoned
76/227,047	United States	MAESTROSIGN SYSTEM	03/19/01	Abandoned
EC002381499	Europe	MAESTROWARE	09/19/01	
2381184	Europe	MAESTROSIGN SYSTEM	09/19/01	02/03/03
2381176	Europe	MAESTROSIGN	09/19/01	03/28/03
2381168	Europe	SMARTPAPER	09/19/01	12/18/02
4564125	Japan	MAESTROWARE	09/19/01	04/26/02
2001-085108	Japan	MAESTROSIGN SYSTEM	09/19/01	
2001-085107	Japan	SMARTPAPER	09/19/01	
2001-085106	Japan	MAESTROSIGN	09/19/01	