

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visual Circuits Corporation		05/28/2004	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Focus Enhancements, Inc.
Street Address:	1370 Dell Avenue
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2486481	POPVIDEO
Registration Number:	2854531	MEDIA MESSENGER

CORRESPONDENCE DATA	
Fax Number:	(650)213-0260
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650)812-1300
Email:	patrademarks@manatt.com
Correspondent Name:	Manatt, Phelps & Phillips, LLP
Address Line 1:	1001 Page Mill Road, Building 2
Address Line 4:	Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	34172.033
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NAME OF SUBMITTER:	Charlotte C. Carberry, Paralegal
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective and made as of the 28th day of May, 2004 by **VISUAL CIRCUITS CORPORATION**, a Minnesota corporation ("**Assignor**"), in favor of **FOCUS ENHANCEMENTS, INC.**, a Delaware corporation ("**Assignee**") pursuant to that certain Agreement and Plan of Reorganization by and between Assignor and Assignee dated January 27, 2004 (the "**Agreement and Plan of Reorganization**"). All capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings given to them in the Agreement and Plan of Reorganization.

WHEREAS, pursuant to the Agreement and Plan of Reorganization, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all of Assignor's worldwide right, title and interest in, to and under all of the Transferred Trademarks, as identified and defined in Section 1.1.2 of the Agreement and Plan of Reorganization and as listed and described on **Attachment 1** hereto; and

WHEREAS, Assignor and Assignee desire for Assignee to all right, title and interest in, to and under the Transferred Trademarks, any registrations and applications therefore and all goodwill associated therewith, as set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, irrevocably and without reservation:

(a) assigns, sells, transfers and conveys unto Assignee, its successors and assigns, Assignor's entire, worldwide right, title and interest in, to and under (i) the Transferred Trademarks as listed and described on **Attachment 1** hereto, and any applications existing or pending for the registration thereof, (ii) the goodwill associated with said Transferred Trademarks and any applications for the registration thereof, (iii) any and all common law rights, in the United States of America and all other jurisdictions and countries of the world, with respect to the Transferred Trademarks and any applications for the registration thereof, and (iv) that portion of the Business and all intellectual property rights to which said Transferred Trademarks and any applications for the registration thereof pertain;

(b) assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Transferred Trademarks, or injury to the goodwill associated therewith, as well as the rights to sue for and recover the Transferred Trademarks in Assignee's own name;

(c) Assignor will cooperate in any actions reasonably necessary for Assignee to prosecute, renew or register its rights, title and interest in, to and under the Transferred Trademarks, including United States and foreign registrations, and to cooperate at the expense of Assignee in any actions brought to enforce the rights accompanying this Assignment against a third party or parties;

(d) agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the

owner of record of the Transferred Trademarks and any applications pertaining to the registration thereof; and

(e) agrees that the terms and covenants of 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.

[SIGNATURE PAGE FOLLOWS]

Attachment 1 to Trademark Assignment

MARK	U.S. SERIAL NUMBER & FILING DATE	REGISTRATION NUMBER & REGISTRATION DATE	OWNER (REGISTRANT)
MEDIA MESSENGER	76409376 May 17, 2002	In Process – Notice of Allowance issued on April 12, 2004	VISUAL Circuits Corporation 5155 East River Road Suite 401 Fridley, MN 55420
POPVIDEO	75461711 April 3, 1998	2486481 September 11, 2001	VISUAL Circuits Corporation 5155 East River Road Suite 401 Fridley, MN 55420
FIREFLY		Unregistered	
MONET		Unregistered	

Attachment 1-1

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FINAL

RECORDED: 07/08/2004

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REEL: 002888 FRAME: 0179