

07-27-2005

FORM PTO-1594

7-25-05

REC



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ET

U.S. DEPARTMENT OF COMMERCE

(Rev. 10-02)

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please return enclosed original documents or copy thereof.

1. Name of conveying party(ies):
Vividas Pty Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- Country of Australia
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Vividas Technologies Pty Limited
Internal Address: _____
Street Address: 59 Wellington Street
City: St. Kilda, Victoria
State: Australia ZIP: 3182

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Country of Australia
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 19, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78511160
78511665
78325031

Additional Numbers attached? Yes No

B. Trademark Registration No.(s)

OFR/FINANCE
JUL 25 M 12:23

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: R. Kent Roberts
Hodgson Russ LLP
Internal Address: Intellectual Property Law Section
Street Address: One M&T Plaza, Suite 2000
City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41)..... \$90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-2442
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature 40E

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Kent Roberts July 21, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document:

07/26/2005 ECOOPER 00000162 78511160 10

01 FC:8521
02 FC:8522

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450



SHEPHERD & WEDDERSBURN

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS
by
VIVIDAS PTY LIMITED
in favour of
VIVIDAS TECHNOLOGIES PTY LIMITED

19 November 2004

LONDON
6TH FLOOR BUCKLESBURY HOUSE
83 CANNON STREET LONDON EC4N 8SW
DX 98845 CHEAPSIDE 2
T: 020 7763 3200 F: 020 7763 3250
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Ref: C3734.3/AUB/PHC

Doc. No:\LOND\FP01\DATA\LONDON MATTERS AREA\COMMERCIAL\C3734\C3734.3\FINAL VERSION OF IP ASSIGNMENT (19.11.04).DOC -JLM

Final version of IP Assignment (19.11.04)

CONTENTS

Clause		Page No
1.	Definitions	3
2.	Assignment	4
3.	Payment	5
4.	Assignors Delivery Obligations	5
5.	Warranties	5
6.	Further Assurances	6
7.	General	6
8.	Applicable Law	7
	SCHEDULE 1	8
	Registered Intellectual Property	8

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS made the 19th day of November
2004

by

VIVIDAS PTY LTD (ACN 094 334 504), of 59 Wellington Street, St. Kilda, Victoria, Australia 3182 (the
"Assignor")

in favour of

VIVIDAS TECHNOLOGIES PTY LTD (ACN 109 846 675), of 59 Wellington Street, St. Kilda, Victoria,
Australia 3182 (the "Assignee");

WHEREAS :-

- (A) The Assignor is the owner of certain Intellectual Property; and
- (B) The Assignor has agreed to assign such Intellectual Property to the Assignee and the Assignee has agreed to accept such assignment on the terms of this agreement.

THE PARTIES AGREE AS FOLLOWS:-

1. Definitions

1.1 Unless the context otherwise provides, the words and expressions used in this agreement shall have the following meanings:-

- | | |
|-------------------------|--|
| "Business" | means the development, production, sale, licensing or sub-licensing of video software for computer and wireless devices; |
| "Effective Date" | means the date of this Agreement; |
| "Intellectual Property" | means any and all intellectual property or industrial rights of any description anywhere in the world, including without limitation any patents, trade marks, domain names, registered designs, copyright (including any rights in computer software, object and source code, rights in the nature of copyright, database rights, semi-conductor topography rights, unregistered design rights, rights in and to trade |

names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in the definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration); and

"Transferring IPR" means

1. the registered Intellectual Property set out in Schedule 1 (Registered Intellectual Property) dated 30 June 2004; and
2. any other Intellectual Property whatsoever related to the Business of which the Assignor is beneficial owner or to which the Assignor is legally entitled anywhere in the world.

1.2 In this agreement:-

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to gender include references to all genders;
- 1.2.3 unless otherwise stated, references to sub-Clauses, Clauses and to the Schedule are to sub-Clauses, Clauses and the Schedule to this agreement;
- 1.2.4 the Clause headings are for reference only and shall not affect the construction or interpretation of this agreement;
- 1.2.5 the Schedules annexed hereto are incorporated into and form part of this agreement; and
- 1.2.6 references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

1.3 In this agreement, except where the context otherwise requires, any reference to:-

- 1.3.1 another agreement or any deed or other instrument or document shall be construed as a reference to that other agreement, deed or other instrument or document as the same may have been, or may from time to time be, amended, varied, supplemented or novated;

- 1.3.2 a "day" means a period of 24 hours (or such other number of hours as may be relevant in the case of changes for daylight saving) ending at 12.00 midnight;
- 1.3.3 the words "include" or "including" are to be construed as meaning without limitation;
- 1.3.4 a "month" means a calendar month;
- 1.3.5 a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality; and
- 1.3.6 a "year" means a calendar year.

2. Assignment

- 2.1 The Assignor, as legal and beneficial owner free from all liens, charges and encumbrances hereby absolutely with effect from the Effective Date:
- 2.1.1 assigns and transfers to the Assignee, the Assignor's whole right, title and interest past, present and future in and to the Transferring IPR (including any and all goodwill attached to the Transferring IPR);
- 2.1.2 assigns to the Assignee, the Assignor's rights, powers, privileges and immunities conferred on the proprietor of the Transferring IPR and all rights of action, actual or contingent in respect of any past, existing or future infringements of the Transferring IPR; and
- 2.1.3 irrevocably undertakes to procure a consent to infringement in favour of the Assignee of any and all moral rights as defined in the Copyright Act 1968 and any similar rights under any other jurisdiction that the Assignor or any third party may have in the Transferring IPR in so far as the Assignor or any third party may lawfully do so.
- 2.2 In addition to the obligations under clause 2.1 above, the Assignor also hereby assigns and transfers to the Assignee, without limitation, all Intellectual Property relevant to the conduct of the Business, including all Intellectual Property rights which come into existence on or after the Effective Date.
- 2.3 For the avoidance of doubt all rights assigned under clauses 2.1 and 2.2 above, are referred to as "Assigned Rights" in this agreement.

3. Payment

- 3.1 In consideration of the assignment under Clause 2 (Assignment) above, the Assignee hereby agrees to pay to the Assignor the sum of

[BLANKED FROM ORIGINAL]

4. Assignors Delivery Obligations

- 4.1 The Assignor must, at its cost, ensure all original certificates of registration and all other relevant documents concerning the Transferring IPR held by the Assignor, its solicitors or agents are delivered to the Assignee or its nominee within 30 days of the Effective Date / upon request.

5. Warranties

- 5.1 The Assignor warrants and undertakes to the Assignee that:-
- 5.1.1 the Assignor has full capacity and authority to enter into and to perform this agreement; and
 - 5.1.2 this agreement is executed by a duly authorised representative of the Assignor.

6. Further Assurances

- 6.1 The Assignor hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register Intellectual Property (or other evidence or forms for industrial and/or Intellectual Property protection including applications for registration) on being made by the Assignee pursuant to this agreement, to issue the same to the Assignee and its successors and assignees.
- 6.2 The Assignor shall do or shall procure that there shall be done all acts, assurances and things, shall execute or shall procure execution of such assignments, forms, authorisations, documents and deeds and shall make, swear, or procure that there shall be made or sworn

any declaration or oath as may be required to give the full benefit of this agreement to the Assignee.

- 6.3 The Assignor irrevocably appoints the Assignee and each of its officers (as defined in the Corporations Act 2001(Cth)) severally, its attorney to do any of the acts referred to in this clause 6.

7. General

- 7.1 This agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings, or arrangements between them relating to the subject-matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained or referred to in this agreement and no change may be made to it except in writing signed by duly authorised representatives of both parties.
- 7.2 Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this agreement.
- 7.3 If any provision of this agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines this agreement shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.
- 7.4 A failure by either party hereto to exercise or enforce any rights conferred upon it by this agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

8. Applicable Law

This agreement shall be governed by and construed in accordance with the law of Victoria, and the parties hereby submit to the exclusive jurisdiction of the Courts of Victoria.


IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised representatives and delivered on the date first above written.

7
EXECUTED by Vividas Technologies Pty Ltd
(ACN 109 846 675) by being signed by



Signature of director

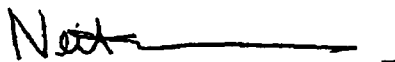
NEIL SPEAKMAN
Name of director (please print)



Signature of director/~~secretary~~

DAVID WINTER
Name of director/secretary (please print)

EXECUTED by Vividas Pty Ltd (ACN 094 334
504) by being signed by



Signature of director

NEIL SPEAKMAN
Name of director (please print)



Signature of director/~~secretary~~

DAVID WINTER
Name of director/secretary (please print)