

TRADEMA

03-19-1999

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Tab settings



or copy thereof.

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Party(ies)

To the Honorable Commissioner of Patents and Trademarks: I

1. Name of conveying party(ies):

Spacetec IMC Corporation

- Individual(s)
- General Partnership
- Corporation-State MA
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 5, 1998

Name: 3D Open Motion, LLC

Internal Address:

Street Address: 73 Princeton Street

City: N. Chelmsford State: MA ZIP: 01863

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - DE

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) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/395882
75/395886 75/395885

B. Trademark Registration No.(s)

2,125,063

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas H. Durkin

Internal Address:

Lucash, Gesmer & Updegrove, LLP

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 DP
75.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Dennis Gain
Name of Person Signing
President & CEO

2/9/99
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1869 FRAME: 0751

ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

WHEREAS, pursuant to an Asset Transfer Agreement dated as of June 5, 1998 (the "Asset Transfer Agreement") Spacetec IMC Corporation, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("SIMC") is transferring such right, title and interest that it may have in and to certain (i) United States patents and applications as specified in Schedule A attached hereto and made a part hereof (the "Patent Rights"); (ii) trademark registrations and trademark applications, as specified in Schedule B attached hereto and made a part hereof (the "Trademarks"); and (iii) copyright applications or registrations, as specified in Schedule C attached hereto and made a part hereof (the "Copyrights") (together, the Patent Rights, Trademarks and Copyrights, the "Rights");

WHEREAS, 3D OPEN MOTION, LLC, a limited liability corporation organized and existing under the laws of the State of Delaware (the "Company") has acquired such right, title and interest in and to certain assets and properties owned by SIMC, including the Rights pursuant to an Asset Transfer Agreement by and between SIMC and the Company of even date herewith (the "Asset Transfer Agreement"); and

WHEREAS, pursuant to the Asset Transfer Agreement SIMC has agreed to execute an assignment of patents, trademarks and copyrights.

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt of which is hereby acknowledged, SIMC hereby sells, assigns, transfers and sets over to the Company, its successors and assigns, such right, title and interest that it may have in and to (i) the Patent Rights and including the rights to recover damages and other compensation for infringement of the Patent Rights and any patents issued in respect thereof, and to file and obtain any continuations, continuations-in-part, substitutions, reissues, extensions, divisions and any reexamination of the Patent Rights and any patents issued in respect thereof; (ii) the Trademarks, together with the goodwill of the business in which the Trademarks are used and which goodwill is symbolized by the Trademarks, and including the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Trademarks and to file and obtain renewals thereof; and (iii) the Copyrights, and all claims, if any, which may have arisen thereunder prior to the date of this Agreement.

After delivery of this Assignment, SIMC shall upon request of the Company execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the right, title and interest in and to the Rights acquired by the Company hereunder.

IN WITNESS WHEREOF, SIMC has caused this instrument to be executed by its duly authorized officer as of this 5th day of June, 1998.

SPACETEC IMC CORPORATION

ATTEST:

[Signature]

By: [Signature]
Name: C. Raymond Boelzig
Title: President + CEO

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

On this 5th day of June, 1998, being duly sworn personally appears before me, the above named, C. Raymond Boelzig, known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed on behalf of and as authorized by Spacotec IMC Corporation.

[Signature]
Notary Public

JEFFREY M. SACHS, ESQ., NOTARY PUBLIC
My Commission Expires March 1, 2002

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SCHEDULE A

To Assignment Dated June 5, 1998

U.S. Patent Applications:

NONE.

Foreign Patent Applications:

NONE.

SCHEDULE B

To Assignment Dated June 5,1998

U.S. Trademark Registration No.: 2,125,063

Title: REALLIFE3D

Issue Date: December 30, 1997

Renewed:

For:

Unregistered Trademarks:

Name	Application Number	Filing Date
ANIMOTION	75/395,881	25-Nov-1997
CLIP-E-MOTION	75/395,886	25-Nov-1997
DIRECTMOTION	75/395,882	25-Nov-1997
OPENMOTION	75/395,885	25-Nov-1997

SCHEDULE C

To Assignment Dated June 5,1998

Copyright Registrations

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NONE.

Copyright Applications

NONE.