

12-22-1999

Form PTO-1594
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

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101230017

TRADEMARKS ONLY

Our Ref.: 2540-91

12-08-99

Commissioner of Patents and Trademarks
Box Assignments, Washington, DC 20231

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

1. Name of conveying party(ies):

Pixelvision Technology, Inc.

- Individual(s)
- General partnership
- Corporation-State: Delaware
- Other: _____

- Association
- Limited Partnership

3. Nature of conveyance:

- Assignment
- Security Assignment
- Other: _____
- Merger
- Change of Name

Execution Date: October 5, 1999

2. Name and address of receiving party(ies):

Name: Cybex Computer Products Corporation

Internal Address: _____

Street Address: 4991 Corporate Drive

City: Huntsville

State/Country: Alabama

Zip: 35805

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Alabama
- 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 & address/es attached Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

- (1) 74/640,021
- (2)
- (3)

B. Trademark Registration No.(s)

- (1) 2,213,975
- (2) 2,210,382
- (3) 2,206,886
- (4) 1,951,249
- (5) 1,951,317
- (6) 1,951,316

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence

concerning document should be mailed:

Name: Donna J. Bunton

Internal Address: _____

Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road

8th Floor

City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed
- Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

12/22/1999 TTON11 00000068 2213975

DO NOT USE THIS SPACE

01 Fc:481 40.00 DP
02 Fc:482 150.00 DP

Statements 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.

Donna J. Bunton

December 8, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 6

TRADEMARK
REEL: 002002 FRAME: 0157

387287

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, PIXELVISION TECHNOLOGY, INC., a Delaware corporation (the "Assignor"), is the owner of the patents, trademarks, service marks, trade secret rights, copyrights, moral rights and all other proprietary rights set forth on Exhibit A attached hereto (collectively the "Intellectual Property Assets");

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), whereby Assignor is selling to **CYBEX COMPUTER PRODUCTS CORPORATION**, an Alabama corporation (the "Assignee"), substantially all of its assets, including all of its interest in the Intellectual Property Assets, upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents does hereby grant, bargain, sell, assign, transfer and set over to the Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest of every kind and character throughout the world and in all countries in and to

- (i) the inventions described in the issued patents and applications for Letters Patent of the United States and foreign countries set forth on Exhibit A attached hereto, and all the rights and privileges under any and all Letters Patent that may be granted therefor and thereon and all reissues, applications for re-examination, extensions or patent interference proceedings growing out of or related to any of said Intellectual Property Assets; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said issued patents and applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and
- (ii) the trademarks, service marks, trade secret rights, copyrights in both published and unpublished works, moral rights, trade secret rights, know-how, confidential business information and other proprietary rights (the "Rights"), including, without limitation, those assets and Rights set forth on Exhibit A attached hereto, together with the goodwill of the business symbolized by the Rights and the common law rights thereof to the full end.

of the term for which the Rights are allowed, as fully and entirely as the same would have been held had this Assignment not been made, together with all claims for damages by reason of past infringement of the Rights, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States, whose duty is to issue registrations of patents, trademarks, service marks, or other evidence or forms relating to the Intellectual Property Assets on applications aforesaid to record the assignment of the Intellectual Property Assets and to issue the same to Assignee, for the sole use and behoof of Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Assignor agrees that, when requested, it will, without charge but at its expense, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary, desirable or convenient for vesting, securing and maintaining right, title, and interest in and to the Intellectual Property Assets in any and all countries in Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Assignor hereby authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, 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, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.


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 the Assignee, its successors, assigns and legal representatives, or its nominees as such may be designated from time to time to claim the aforesaid 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.

Assignor hereby represents and covenants that the Intellectual Property Assets and the right, title and interest herein conveyed are free and clear of any liens, security interests, claims, interests, options, encumbrance, or indebtedness of any kind, and that it has full right to convey the same as herein expressed.

[Signature Page Follows]

Executed this 5th day of October, 1999.

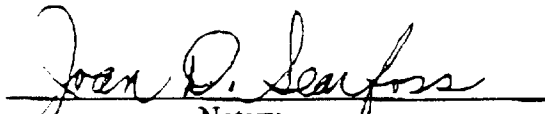
PIXELVISION TECHNOLOGY, INC.

By 
 Victor Odryna
 President

"ASSIGNOR"

State of Massachusetts)
) ss.
 County of Middlesex)

On this 5th day of October, 1999, appeared Victor Odryna, personally known to me, and by me personally known to be the person(s) who executed the above instrument on behalf of the entity set forth above in his capacity as President, who being duly sworn, acknowledged that they executed the above instrument as their free and voluntary act.


 Notary

(SEAL)

My Commission expires _____

JOAN D. SEARFOSS, Notary Public
My Commission Expires January 20, 2000

*Patent Division
F.P.W.*

Exhibit AIntellectual Property AssetsPatents:Issued Patents

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
5,742,274	Video Interface System Utilizing Reduced Frequency Video Processing	10/02/95	04/21/98
5,917,552	Video Signal Interface System Utilizing Deductive Control	03/29/96	06/29/99
D 396,222	Flat Panel Display Housing	03/11/97	07/21/98

U.S. Applications for Patent

<u>Patent App. No.</u>	<u>Title</u>	<u>Filing Date</u>
60/040,730	Video Distribution Hub	03/12/97
08/909,924	Video Distribution Hub	08/12/97
09/100,582	Multi Sourced Video Distribution Hub	06/19/98
08/815,183	Flat Panel Display Housing	03/11/97
60/040,447	Schematic For Video Controller	03/12/97
60/040,446	Control Gate Array	03/12/97
60/040,445	Data Gate Array	03/12/97
Unknown	Dual Band VCO	05/14/96

Foreign Applications for Patent

<u>Patent App. No.</u>	<u>Title</u>	<u>Filing Date</u>
PCT/US98/04537	Video Distribution Hub	03/09/98
PCT/US99/13422	Multi Sourced Video Distribution Hub	06/15/99

All other inventions and patents owned by Assignor, however embodied.

Trademarks and Service Marks:**Registered U.S. Trademarks**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
SMARTGLAS	2,213,975	12/29/98
SMARTGLAS Logo	2,210,382	12/15/98
SMARTGLAS Commander	2,206,886	12/01/98
Pixel Vision Logo	1,951,249	01/23/96
Making Flat Panel Technology a Reality	1,951,317	01/23/96
Putting Information In Places Never Before Possible	1,951,316	01/23/96

Applications for U.S. Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Published for Opposition</u>
PIXELVISION	74-640021	02/24/95	11/21/95

Trade Name:

Common law rights in PixelVision Technology, Inc. and all other common law trade names owned by Assignor.

Copyrights:

All published and unpublished works existing in Assignor and all copyright registrations thereof.

Other Intellectual Property:

All trade secrets, plans, know-how, confidential information, moral rights, specifications, and other proprietary rights owned by Assignor and conveyed to Assignee in the Purchase Agreement.