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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102453284

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

1. Name of conveying party(ies):

AUTOCUE, INC.

S-16-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

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

3. Nature of conveyance:

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

Execution Date: 2/6/2003

2. Name and address of receiving party(ies)

Name: SACHTLER CORPORATION OF AMERICA

Internal Address: _____

Street Address: 55 North Main Street

City: Freeport State: NY Zip: 11520

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,395,535; 2,383,087

Additional number(s) attached Yes No

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

Name: BRANDON N. SKLAR

Internal Address: KAYE SCHOLER LLP

425 PARK AVENUE

TDIAZI 00000206 2395535

40.00 CH
25.00 CH
Street Address: _____

City: NEW YORK State: NY Zip: 10022-3598

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

110228

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

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.

Brandon N. Sklar

Name of Person Signing

Signature

5/16/03

Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK
REEL: 002736 FRAME: 0572

05/20/2003
01 FC:8521
02 FC:8522

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (the "Assignment") is made as of February 6, 2003 by and between AUTOCUE, INC., a New York corporation ("Seller") and SACHTLER CORPORATION OF AMERICA, a New York corporation ("Buyer").

RECITALS:

A. Seller and Buyer have entered into an Asset Purchase Agreement, dated as of February 6, 2003 (the "Purchase Agreement"), which by this reference is incorporated herein, pursuant to which Seller shall assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, Seller's entire right, title and interest in and to certain Intellectual Property Rights (as such term is defined on Schedule A attached hereto).

B. Pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer and set over unto Buyer, as of the Closing Date, all of Seller's right, title and interest in and to any and all Intellectual Property Rights, including, without limitation, those listed on Schedule B attached hereto.

AGREEMENT

In consideration of and in reliance on this Assignment, Buyer agrees to pay Seller the Purchase Price in accordance with the terms of the Purchase Agreement.

In consideration therefore, Seller does hereby sell, assign, transfer and set over unto Buyer, to the extent transferable, as of the Closing Date of the Purchase Agreement, all of its right, title and interest in and to the Intellectual Property Rights, together with all of Seller's rights to use all of the foregoing in connection with the Intellectual Property Rights.


Seller hereby covenants that Seller has full right to convey the entire interest herein assigned and that Seller has not executed and will not execute any agreement in conflict herewith.

Seller further agrees that it will communicate to Buyer any facts known to Seller respecting the Intellectual Property Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid Buyer to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Intellectual Property Rights.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"BUYER":

SACHTLER CORPORATION OF AMERICA

By: 
Name: A. Henkell
Title: DIRECTOR

"SELLER":

AUTOCUE, INC.

By: _____
Name: _____
Title: _____

[ASSIGNMENT OF PROPRIETARY RIGHTS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"BUYER":

SACHTLER CORPORATION OF AMERICA

By: _____
Name: _____
Title: _____

"SELLER":

AUTOCUE, INC.

By: Peter Gould
Name: PETER J GOND
Title: CEO or PRESIDENT

[ASSIGNMENT OF PROPRIETARY RIGHTS]

SCHEDULE A

DEFINITIONS

"Business" means Seller's business of designing, manufacturing and marketing professional-grade cinematographic support hardware and systems for the motion picture and television industries, also referred to as O'Connor Engineering Laboratories, Inc. or O'Connor Camera Systems.

"Closing" means the close of business on the date of this Agreement.

"Closing Date" means the date on which the Closing actually takes place.

"Intellectual Property Rights" means all of Seller's U.S. and foreign (i) registrations of trademarks and of other marks, trade names or other trade rights, including without limitation, the trade names "O'Connor Camera Systems" and "O'Connor Engineering", all pending applications for any such registrations and any material unregistered trademarks (collectively, "Marks"); (ii) patents and patent applications (collectively, "Patents"); (iii) copyrights and mask work registrations, all pending applications therefor and any material unregistered copyrights (collectively, "Copyrights"); (iv) know-how, trade secrets, confidential information, customer lists, software, technical and business information and data, process specifications, plans, diagrams, drawings, and blueprints; and (v) web sites or domain name registrations using the rights listed in subsection (i) above, and any associated programming, source code, data or files, in which Seller has any interest whatsoever, including, without limitation, the website "ocon.com", whether or not registered (collectively, "Net Names"), that are used primarily by or on behalf of Seller in connection with the Business.

SCHEDULE B

LIST OF PROPRIETARY RIGHTS

MARKS:

Trademark/Trade Names	Jurisdiction	Registration No.
OCONNOR	USA	2,395,535
OCONNOR	European Community	1,307,263
DIGI-CRANE	USA	2,383,087
DIGI-CRANE	European Community	1,307,230
O'CONNOR CAMERA SUPPORT SYSTEMS		
O'CONNOR ENGINEERING LABORATORIES		
OCONNOR PROFESSIONAL CAMERA SUPPORT		
OCONNOR... YOUR BEST MOVE		
OCONNOR ENGINEERING LABS		

PATENTS:

Patent/Application No.	Country	Issued/Filed	Title
4,840,338	USA	20-Jun-89	Locking Tripod Leg
4,872,627	USA	10-Oct-89	Locking Tripod Leg
1,318,903	Canada	8-Jun-93	Locking Tripod Leg
3,832,834	Germany	29-Oct-98	Locking Tripod Leg
2,210,259	GB	27-Nov-91	Locking Tripod Leg
2,749,831	Japan	20-Feb-98	Locking Tripod Leg
4,763,864	USA	16-Aug-98	Floating Column Support Pedestal
Des. 315,817	USA	26-Mar-91	Floating Column Support Pedestal
1,316,194	Canada	13-Apr-93	Floating Column Support Pedestal
2,650,736	Japan	16-May-97	Floating Column Support Pedestal
4,796,843	USA	10-Jan-89	Cable Tripod Spreader
2,568,259	Japan	3-Oct-96	Cable Tripod Spreader
4,872,628	USA	10-Oct-89	Mechanically Counterbalancing Platform
4,955,568	USA	11-Sep-90	Panhead for Camera
2,028,068	Canada	14-Apr-98	Panhead for Camera
4,033,398.1	Germany	2-Nov-95	Panhead for Camera

2,237,404	GB	27-Oct-93	Panhead for Camera
5,503,357	USA	2-Apr-96	Lock Mechanism for Tripod Legs
6,286,795	USA	11-Sep-01	Dual Stage Quick Release Leg and Tripod
736,727	Australia	15-Nov-2001	Dual-Stage Quick Release Leg and Tripod
Appln. No. 2306869	Canada	Pending Filed 20-Oct-98	Dual-Stage Quick Release Leg and Tripod
Appln. No. 98953759.2	EP	Pending Filed 20-Oct-98	Dual-Stage Quick Release Leg and Tripod
Appln. No. 2000- 517220	Japan	Pending Filed 20-Oct-98	Dual-Stage Quick Release Leg and Tripod
PCT/US0212731	WO	20-Apr-02	Heavy-Duty Stabilized Camera with Camera Position Sensing
6,478,427	USA	12-Nov-2002	Crane for Camera

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None

NET NAMES:

1. ocon.com