

10-26-1998

FORM PTO-1595  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100860261

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

## 1. Name of conveying party(ies):

Robert H. MOORE and Michael R. LAYTON

Additional name(s) of conveying party(ies) attacted?

[ ] Yes [x] No

## 3. Nature of Conveyance:

[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other

Execution Date: September 29, 1998

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

Name: BEI SENSORS &amp; SYSTEMS COMPANY INC.

Internal Address: 2700 Systron Drive  
Concord, California 94518-1399

Street Address: 2700 Systron Drive

City: Concord, California

Country U.S.A.

Zip: 94518-1399

Additional name(s) &amp; address(es) attached?

[ ] Yes [x] No

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

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? [ ] Yes [x] No

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

Name: STEPHEN M. KNAUER, ESQ.

Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41):.....\$40.00

[x] Enclosed

[ ] Authorized to be charged to deposit account

## 8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-65708/ESW/SMK

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.

Stephen M. Kanuer

Reg. No. 38,208

Name of Person Signing

Signature

October 13, 1998

Date

Total number of pages including cover sheet, attachments and document: [ 5 ]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Box ASSIGNMENTS  
Assistant Commissioner for Patents  
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File No. A-65708/ESW/SMK

Rev. 8/93 599543

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Patent and Trademark Assignments

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PATENT  
REEL: 9522 FRAME: 0977

ASSIGNMENT

WHEREAS, the undersigned,

(1) Robert H. Moore, (2) Michael R. Layton,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

(hereinafter termed "Inventors"), residents of

(1) Antioch, (2) Clayton,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, Counties of

(1) Contra Costa, (2) Contra Costa,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, States of

(1) California, (2) California,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, have invented certain new and useful improvements in

CLOSED LOOP RESONANT ROTATION RATE SENSOR

and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, BEI SENSORS & SYSTEMS COMPANY INC.

a corporation of the State of Delaware, having a place of business at  
2700 Systron Drive, Concord 94518-1399, State of California,  
(hereinafter termed "Assignee"), is desirous of acquiring the entire right,  
title and interest in and to said application and the invention disclosed  
therein, and in and to all embodiments of the invention, heretofore conceived,  
made or discovered jointly or severally by said Inventors (all collectively  
hereinafter termed "said invention"), and in and to any and all patents,  
inventor's certificates and other forms of protection (hereinafter termed  
"patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration  
acknowledged by said Inventors to have been received in full from said  
Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said  
Assignee, the entire right, title and interest (a) in and to said application  
and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this  
(1) 29<sup>d</sup> day of September, 1998, (2) \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
(3) \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, (4) \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
respectively.

(1) Robert H. Moore  
Robert H. Moore

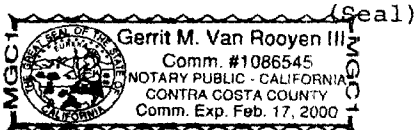
County of **CALIFORNIA** , )  
State of **CONTRA COSTA** ) ss.  
.)

On this 29 day of Sept, in the year 1998, before me,  
Gerrit M. Van Rooyen III, Notary Public of the State of CALIFORNIA, personally  
Robert H. Moore appeared (1) Robert H. Moore, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the within instrument, and acknowledged that he/she  
executed the same in his/her authorized capacity(ies), and that by his/her  
signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Gerrit M. Van Rooyen III



(2) Michael R Layton  
Michael R. Layton

County of Contra Costa , )  
State of California ) ss.  
 )

On this 02 day of October, in the year 1998, before me,  
MICHELLE STOVER, Notary Public of the State of California, personally  
~~Michael R. Layton~~ appeared (2) MICHAEL R. LAYTON, ~~personally known to me~~  
(or proved to me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the within instrument, and acknowledged that he ~~she~~  
executed the same in his ~~her~~ authorized capacity(~~ies~~), and that by his ~~her~~  
signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Michelle Stover

(Seal)

