

11-24-1998



RECORDATION  
PATE

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

1. Name of conveying party(ies): Michael K. Omori and Floyd Gary Miller

**MRD 11.19.98**

Additional names of conveying parties attached? ☐ yes ☒ no

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

Name: Mini Micro Stencil, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1165 Linda Vista Drive #107

San Marcos, CA 92069

Additional names & addresses attached? ☐ yes ☒ no

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Assignment

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: September 23, 1998

4. Application number(s) or patent number(s): U.S. Patent 5,704,287

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 ☒ no

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

Name: John J. Murphey, Esq.

Internal Address: \_\_\_\_\_

Street Address: Murphey Law Offices

A Professional Corporation

Pacific Center One, Suite 260

701 Palomar Airport Road

Carlsbad, CA 92009-1027

Telephone No.: (760) 431-0091 Facsimile No.: (760) 431-9441

6. Total number of applications and patents involved: 1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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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*

JOHN J. MURPHEY

Name of Person Signing

Signature

November 13, 1998

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:  
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PATENT

REEL: 9586 FRAME: 0878

11/24/1998 JMT/KINS 00000010 5704287

FC:581

## ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS**, dated as of Nov 13, 1998, is by and among **FLOYD G. MILLER** and **MICHAEL OMORI** ("Assignor"), and **MINI MICRO STENCIL, INC.**, a California corporation ("Assignee").

### **R E C I T A L S**

- A.** Assignor is the co-owner of three (3) patents issued by the United States Patent Office as follows (hereinafter the "Patents"):

| <b><u>Patent No.</u></b> | <b><u>Issue Date</u></b> |
|--------------------------|--------------------------|
| 5,107,759                | April 28, 1992           |
| 5,704,287                | January 6, 1998          |
| 5,755,157                | May 26, 1998             |

- B.** Assignor desires to assign to Assignee and Assignee desires to acquire said patents on the terms, covenants and conditions stated in this Assignment of Patents agreement ("Agreement").

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to said Patents.
2. Assignor shall receive a royalty of \_\_\_\_\_ (\$\_\_\_\_\_) per quarter. This figure may be adjusted based upon the performance of Assignee, in the sole and absolute discretion of Assignor.
3. Assignee hereby assumes the performance of all the terms, covenants, conditions and obligations arising pursuant to the Patents to be performed on or after the date hereof, including licensing agreements entered into prior to the effective date of this Agreement.
4. Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest in and to the Patents, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.
5. To the best of Assignor's knowledge, the Patents are valid and enforceable.

6. Assignor and Assignee have the unqualified right to enter into this Agreement and perform its terms.
7. Assignor does not warrant that the Patents might not be declared invalid if challenged in court.
8. This Assignment will be terminated upon the occurrence of any one of the following:
  - a. Loss of patent rights;
  - b. Dissolution, appointment of a receiver of any part of the property or assignment for the benefit of creditors by, or the commencement of any proceeding under, any bankruptcy or insolvency laws by or against Assignee.

Upon termination of this Agreement, the Patents, in the sole and absolute discretion of Assignor, will revert back to Assignor.

9. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Notwithstanding anything contained herein, if Assignor attempts to assign, sell, transfer or convey any of the interest received hereby, Assignor must give their prior written consent.
10. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of California.
11. If legal action be commenced to enforce or declare the effect of any provision of this Assignment of Patents, the court as part of its judgment shall award reasonable attorney's fees and costs to the prevailing party.
12. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties hereunder. The parties agree that the venue for all matters of this Agreement shall be Orange County, California.

IN WITNESS WHEREOF, the parties have duly executed this Assignment and Assumption of Lease as of the date first above written

**ASSIGNOR**



**FLOYD G. MILLER**



**MICHAEL OMORI**

**ASSIGNEE**

**MINI MICRO STENCIL, INC., a California corporation**

By 

**FLOYD G. MILLER, President**