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1. Name of conveying party(ies):
Frederick Joseph Walker
Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: The University of Tennessee
Research Corporation
Internal Address:

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 07/28/98

Street Address: 1534 White Avenue, Ste. 403
City Knoxville State TN ZIP 37996-1527
Additional name(s) & address(es) attached? Yes 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)
09/126,526 filed 07/30/98
09/126,527 filed 07/30/98
09/126,129 filed 07/30/98

B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rhonda H. Manley
Internal Address:
Street Address: 1534 White Avenue, Ste. 403
City: Knoxville State: TN ZIP 37996-1527

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 3.41): \$ 120.00
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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.

Rhonda H. Manley
Name of Person Signing

01/25/99
Date

Total number of pages comprising cover sheet: 1

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REEL: 9741 FRAME: 0152

ASSIGNMENT

WHEREAS, I, Frederick Joseph Walker, have rights as a co-inventor in certain new and useful improvements in a "SILICON-INTEGRATED THIN FILM STRUCTURE FOR ELECTRO-OPTIC APPLICATIONS," as described in United States Patent Application Serial No. 09/126,129, (hereinafter referred to as "Invention"), invented by myself and Rodney Allen McKee (hereinafter referred to as "Inventors"); and

WHEREAS, The University of Tennessee Research Corporation, a non-profit corporation organized and existing under the laws of the State of Tennessee, and having a place of business at 1534 White Avenue, Suite 403, Knoxville, Tennessee 37996-1527 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring my undivided right, title and interest in said Invention and to any Letters Patent that may be granted therefor in the United States of America and in any and all foreign countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to ASSIGNEE my entire undivided right, title and interest in said Invention, to all rights of priority thereto pursuant to the International Convention for the Protection of industrial Property, and in any Letters Patent on said Invention that may be granted in the United States of America and in any and all foreign countries, including any and all Letters Patent that are divisions, reissues, continuations, substitutions or extensions of any letters Patent or applications therefor on said Invention.

I, Frederick Joseph Walker, hereby authorize and request the Commissioner of the United States Patent and Trademark Office and the officials of any and all foreign countries to issue any and all of said Letters patent which may be granted upon any of the said applications, to said ASSIGNEE or its ASSIGNS as the assignee of my entire undivided right, title, and interest therein.

Further, I, Frederick Joseph Walker, hereby agree to communicate to said ASSIGNEE, or its representatives any facts known to it respecting said Invention, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitution, renewal and reissue applications, to secure all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, and to make all rightful oaths and generally do everything possible to aid said ASSIGNEE and its representatives to obtain and enforce property protection for said invention in the United States of America and in any and all foreign countries.

I, Frederick Joseph Walker, further agree that the terms, covenants and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns, and legal representatives and shall be binding on it, its heirs, legal representatives, assigns, and successors in interest.

Full name of inventor: Frederick Joseph Walker

Inventor's Signature: Frederick Joseph Walker Date: July 28, 1998

Residence: Oak Ridge, Tennessee

Post Office Address: 109 Euclid Place, Oak Ridge, Tennessee 37830

Citizenship: United States of America

State of Tennessee)
County of Anderson)

On this 28 day of July, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared Frederick Joseph Walker, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.



Notary Public
MY COMMISSION EXPIRES
JUNE 12 2002

SEAL