

04-07-1999



Attorney Docket No. 19458-000000

FORM PTO-1595
(Rev. 6-93)

101003415

(Patents Only)

U.S. Department of Commerce
Patent and Trademark Office

3/29/99

To the Honorable Asst. Commissioner for Patents, Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

VADEM, LTD.

GPR/FINANCE

Additional name(s) of conveying parties attached?

☐ Yes ☒ No.

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:

Execution Date: March 24, 1999

2. Name and address of receiving party(ies)

Name: VADEM

Internal Address:

Street Address: 1960 Zanker Road

City: San Jose State: California ZIP: 95112, U.S.A.

Additional names and addresses attached?

☐ Yes ☒ No

4. Application Number(s) or Patent Numbers.

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

A. Patent Application No(s): 07/712,180

B. Patent No(s): 5,313,527

Additional numbers attached? ☒ Yes☐ No

K

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

Name: James F. Kurkowski
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and patents involved 7

7. Total fee (37 CFR 3.41): \$280.00

☐ Enclosed☒ Charge Fees to Deposit Account☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8 Deposit account number: 20-1430

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.

James F. Kurkowski

Name of Person Signing

Signature

Date

Atty Reg. No. 35,923

Total number of pages including cover sheet, attachments and document 8

10. Change Correspondence Address to that of Part 5?

☒ Yes☐ No

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

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Mail documents to be recorded with required cover to:

04/07/1999 DNGUYEN 00000072 201430 5313527

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Asst. Commissioner for Patents
Box: Assignments
Washington, D.C. 20231PATENT
REEL: 9857 FRAME: 0484

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or patent number(s):
(Continued from Page 1)

A. Patent Application No.(s)
08/437,638
08/424,941
08/976,926

B. Patent No.(s)
5,467,407
5,473,742

PA 182976 v1

ASSIGNMENT

THIS ASSIGNMENT is made effective as of March 24, 1999, between:

(1) VADEM, LTD., of 1960 Zanker Road, San Jose, California 95112, USA, a corporation organized under the laws of the British Virgin Islands (hereinafter, "Assignor"); and

(2) VADEM, of 1960 Zanker Road, San Jose, California 95112, USA, a corporation organized under the laws of California, USA (hereinafter, "Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the applications for Letters Patent set forth in Exhibit A (hereinafter, the "Patent Applications") and the grants of Letters Patent set forth in Exhibit B (hereinafter, the "Issued Patents"); and

WHEREAS, Assignor and Assignee wish for Assignee to acquire the entire right, title and interest in and to the Patent Applications and the Issued Patents.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, convey, transfer and deliver to Assignee, and its successors and assigns, without any restrictions, reservations or limitations:

ITS ENTIRE RIGHT, TITLE AND INTEREST in and to:

(1) The Patent Applications; all Letters Patent and registrations which may be granted therefor (hereinafter, the "Future Patents"); the Issued Patents; all inventions described in the Patent Applications and Issued Patents, and the sole right to file patent applications on such inventions in any and all countries and have Letters Patent or registrations granted thereon in its name (hereinafter, the "Potential Patents"); and all divisionals, renewals, continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations and extensions of the Patent Applications, Future Patents, Potential Patents and/or Issued Patents (the subject matter of this section (1) referred to collectively hereinafter as the "Patent Properties");

(2) All priority rights derived from the Patent Properties by virtue of the Paris Convention for the Protection of Industrial Property or by virtue of any other bilateral or multilateral agreement providing priority rights; and

(3) All rights to enforce the Patent Properties including the right to sue and recover accrued profits and/or damages for any and all infringements thereof including, but not limited to, past infringements.

The right, title and interest conveyed herein is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this sale, grant, assignment, conveyance, transfer and deliverance not been made.

Assignor further agrees that Assignor will, without further consideration, but at the expense of Assignee, its successors and assigns, (a) cooperate with Assignee, its successors and assigns, in the prosecution of the Patent Properties, (b) execute, verify, acknowledge and deliver all such further papers as may be necessary to properly evidence and record this sale, grant, assignment, conveyance, transfer and deliverance of the Patent Properties, and (c) perform such other acts as Assignee, its successors and assigns, lawfully may request to vest title of the Patent Properties in Assignee, its successors and assigns.

Assignor further agrees that Assignor, through its officers and employees, will, without further consideration, but at the expense of Assignee, its successors and assigns, communicate with Assignee, its successors and assigns, any facts known to Assignor and its officers and employees respecting the Patent Properties and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, to obtain, maintain and enforce the Patent Properties in any and all countries.

Assignor covenants that it has the full right to convey the right, title and interest assigned by this Assignment, and has not entered into and will not enter into any agreement in conflict with this Assignment.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty is to issue patents on applications as described above, to issue all Letters Patent subject to this Assignment to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

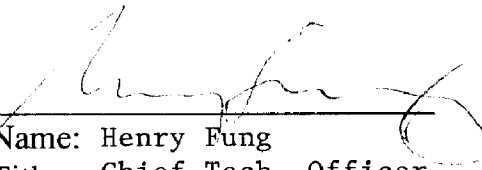
IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

The undersigned representative of Assignor represents that she/he (a) has authority to execute this Assignment on behalf of Assignor and to carry out all obligations imposed hereunder, and (b) has read, understands and agrees to the terms of this Assignment.

The undersigned representative of Assignee hereby accepts this Assignment on behalf of Assignee.

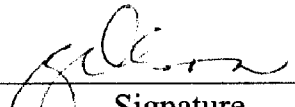
VADEM, LTD

Date: 3/24/99


By: 
Name: Henry Fung
Title: Chief Tech. Officer

WITNESSES:

Date: 3/24/99


Signature
B. J. OLSON
Name (printed or typed)

Date: 3/24/99


Signature
KURT H. TAYLOR
Name (printed or typed)

VADEM

Date: 3/24/99

By: _____

Name: Henry Fung

Title: Chief Tech. Officer

WITNESSES:

Date: 3/24/99

Signature

B. J. OLSON

Name (printed or typed)

Date: 3/24/99

Signature

KURT H. TAYLOR

Name (printed or typed)

I:\JFK\WORK\19458\assign\assign.04

EXHIBIT A

List of Worldwide Patent Applications
Assigned by Vadem, Ltd. to Vadem

REF. No.	COUNTRY	APPLICATION No. FILING DATE
019458-000100US	United States	07/712180 06/07/91
019458-000110CA	Canada	2105494 09/03/93
019458-000110DE	Germany	P4394624.0 08/26/93
019458-000110EP	Europe	93920353.5 08/26/93
019458-000110PC	PCT	93/08024 08/26/93
019458-000300US	United States	08/437638 05/09/95
019458-000400US	United States	08/424941 04/19/95
019458-000410US	United States	08/976926 11/24/97

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EXHIBIT B

List of Worldwide Patents
Assigned by Vadem, Ltd. to Vadem

REF. No.	COUNTRY	APPLICATION No. FILING DATE	PATENT No. ISSUE DATE
019458-000110US	United States	07/954351 09/24/92	5313527 05/17/94
019458-000120US	United States	08/216752 03/23/94	5467407 11/14/95
019458-000200US	United States	08/200046 02/22/94	5473742 12/05/95

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