05-07-1999

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Atty Ref/Docket No.: 450.232US1

To the Honorable Commissioner of Patents and Trade

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Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

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> **PATENT REEL: 9926 FRAME: 0817**

ASSIGNMENT

WHEREAS, WE, David R. Davis, residing at 2108 McKinley, Sioux City, IA 51109, and Michael R. Flannery, residing at 111 Grandy Drive, Sioux City, IA 51106, made certain new and useful inventions and improvements for which We executed an application for Letters Patent of the United States on Even Date Herewith, which is entitled CPU FAN ASSEMBLY.

AND WHEREAS, <u>Gateway 2000</u>, <u>Inc.</u>, a corporation organized and existing under and by virtue of the laws of the State of <u>Delaware</u>, and having an office and place of business at <u>610</u> <u>Gateway Drive</u>, <u>P.O. Box 2000</u>, <u>North Sioux City</u>, <u>SD_57049-2000</u>, (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

PATENT REEL: 9926 FRAME: 0818

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AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me/us and that full right to convey the same as herein expressed is possessed by us.

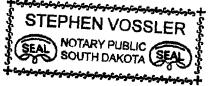
IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of APRIL, 1998.

STATE OF SD)
ss.
COUNTY OF Union)

On this 20 day of April, 1998 before me personally appeared David R. Davis to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set

forth.

[SEAL]



My Commission Expires January 23, 2005

> **PATENT REEL: 9926 FRAME: 0819**

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IN TESTIMONY WHEREOF, I have hereunto set my hand this <u>20</u> day of <u>APRIL</u>, 1998.

STATE OF <u>5D</u>)
ss.
COUNTY OF <u>Union</u>)

On this 20 day of April, 1998 before me personally appeared Michael R. Flannery to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL]



My Commission Expires January 23, 2005

PATENT **RECORDED: 04/26/1999 REEL: 9926 FRAME: 0820**