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FORM PTO-1595



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

101056664

Attorney Docket No. 9842-0159-999

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

1. Name of conveying party(ies):

RALPH BERNSTEIN
KARL STAHLKOPF
THOMAS M. CHAFFEE

MAY 17 1999

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Execution Date: 3/23/99; 3/23/99; and 3/24/99, respectively

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

Name: Electric Power Research Institute, Inc.

Address: 3412 Hillview Avenue

Palo Alto, CA 94303

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).

09/215,420

B. Patent No(s).

Additional numbers attached? Yes No

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

Name: William S. Galliani

Address: PENNIE & EDMONDS LLP

1155 Avenue of the Americas

New York, NY 10036-2711

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:

16-1150 (Order No. 9842-0159-999)
(Duplicate copy of this page attached)

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.

Gary S. Williams
Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 7

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

Commissioner of Patents and Trademarks
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CA1-217304.1

PATENT
REEL: 009995 FRAME: 0080

ASSIGNMENT

WHEREAS WE, RALPH BERNSTEIN of Los Altos, California; THOMAS M. CHAFFEE of Los Angeles, California; JIAN-CLAUDE DIELS of Albuquerque, New Mexico; and KARL STAHLKOPF of San Francisco, California, have invented certain new and useful improvements in an *Apparatus and Method for Line of Sight Laser Communications*, for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/215,420, filed December 18, 1998; and

Whereas, **ELECTRIC POWER RESEARCH INSTITUTE, INC.**, a corporation of the **District of Columbia**, having its principal place of business at **3412 Hillview Avenue, Palo Alto, CA 94303** (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this

(1) 23rd day of March, 1999,

(2) ____ day of _____, 1999,

(3) ____ day of _____, 1999,

(4) 23rd day of March, 1999,

(1) *Ralph Bernstein*

RALPH BERNSTEIN

County of Santa Clara)

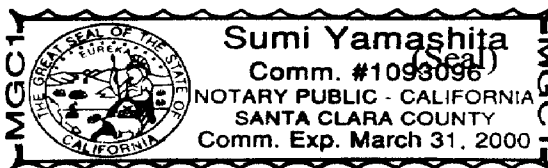
) ss.

State of California)

On this 23rd day of March, in the year 1999, before me, Sumi Yamashita, Notary Public of the State of _____, personally appeared (1) RALPH BERNSTEIN, 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 *Sumi Yamashita*
Notary Public



(2) _____

THOMAS M. CHAFFEE

County of _____,)

) ss.

State of _____,)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (2) THOMAS M. CHAFFEE, 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 _____

(Seal)

(3) _____

JEAN-CLAUDE DIELS

County of _____,)

) ss.

State of _____,)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (3) JEAN-CLAUDE DIELS, 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 _____

(Seal)

(4) _____

KARL STAHLKOPF

County of **Santa Clara**

)

) ss.

State of **California**

)

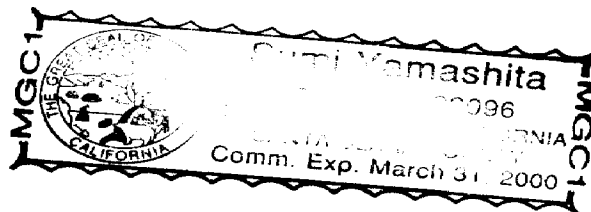
On this 23rd day of March, in the year 1999, before me,
Sumi Yamashita, Notary Public of the State of
California, personally appeared (4) KARL STAHLKOPF, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, 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 Karl Stahlkopf

(Seal)

Sumi Yamashita
Notary Public



ASSIGNMENT

WHEREAS, the undersigned THOMAS M. CHAFFEE of Los Angeles, California (hereinafter referred to as "Inventor"), has invented certain new and useful improvements in an *Apparatus and Method for Line of Sight Laser Communications*, for which invention Inventor has executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/215,420, filed December 18, 1998; and

WHEREAS, **ELECTRIC POWER RESEARCH INSTITUTE, INC.**, a corporation of the **District of Columbia**, having its principal place of business at **3412 Hillview Avenue, Palo Alto, CA 94303** (hereinafter referred to as assignee) is desirous of acquiring the entire right, title and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

NOW, therefore, for and in consideration of Ten Thousand Dollars and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold assigned, and set over and by these presents does hereby sell, assign, and set over unto said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

Inventor hereby authorizes the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with the said assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of he assigns and legal representatives of both parties.

IN WITNESS WHEREOF, Inventor has executed and delivered this instrument to said assignee this 24 day of March, 1999.


THOMAS M. CHAFFEE

COUNTY OF Los Angeles)
STATE OF California) SS.

On March 24, 1999, before me, AVIS BRADY, Notary Public, personally appeared THOMAS M. CHAFFEE, 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 to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



