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FORM PTO-1595

07-12-1999

J. G. Larson



U.S. Department of Commerce

(Rev. 6-93)

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> **PATENT REEL: 010076 FRAME: 0290**

## ASSIGNMENT OF U.S. PATENT APPLICATION

This is an assignment of patent rights between the inventor(s) Blair B.A. Birmingham and Barry Wilks (herein after referred to as the Inventor) and ATI International, SRL having a place of business at Beaumont House, Hastings Christ Church, Barbados, West Indies (herein after referred to as the Assignee).

WHEREAS, Inventor has caused to be prepared a United States Patent Application in the Inventor's name entitled **METHOD AND APPARATUS FOR A MULTI-STATE WINDOW** having a docket number of 0100.9900590 (herein after referred to as the Patented Invention); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Patented Invention.

NOW, THEREFORE, the parties agree as follows:

- 1. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in the Patented Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.
- 2. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in any foreign (non U.S.) national patent application, invention registration, or equivalent (Foreign Applications), claiming approximately the same subject matter of the Patented Invention to the Assignee.
- 3. The transfer set forth in Paragraph (2.) is in consideration for the sum of one dollar (\$1) U.S. (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventor by the Assignee. Consideration may include at least one of: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.
- 4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Patented Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee.
- 5. The Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.
- 6. The Inventor hereby further agrees to communicate with the Assignee any facts its knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

PATENT REEL: 010076 FRAME: 0291

	substitute applications, iv) make all lawful oaths,	, and assist in vesting title in the Assignee	
	and to aid the Assignee to obt	tain and enforce proper protection for the	
	v) notify Assignee promp subpoena or contact by any pe regarding the Application or r	I Invention in all countries, and ptly (by facsimile or first class mail) of any erson other than Assignee or its agents resultant patent(s) issuing therefrom, and in prior to any deposition, legal inquiry or legal ove identified invention.	
	This assignment is executed on the date(s) of	f which the Inventor has signed.	
	Inventor: Blair B.A. Birmingham	Date:	_
	Dian B.A. Birmingham	Date.	
gual munica	State/Province of SS:  County of SS:  Before me personally appeared said foregoing instrument to be his/her free act and deed the	his	77
	Seal  LISA LORRAINE RICE, Notary Public, Regional of York, limited to the attestation of instruments and the taking of affidavits, for ATI Technologies Inc. and its subsidiary con Expires February 5, 2002.	(Notary)	
	Barry Avils	JUNE 23/99	
	Barry Wilks	Date:	•
	State/Province of) SS: County of)		
	Before me personally appeared said	and acknowledge the	
		his, 19,	
	Seal	(Notary)	

The Inventor hereby yet further agrees to, with respect to the referenced patent

execute all divisional, continuation, continuation-in-part, reissue and

application, at the expense of the Assignee:

i) ii)

iii)

**RECORDED: 06/28/1999** 

testify in any legal proceedings,

sign all lawful papers,

PATENT REEL: 010076 FRAME: 0292