

MRD 7-27-99

07-30-1999

Attorney Docket NO. 99110001(US)US M

Form PTO-1595

(Rev. 6-93)

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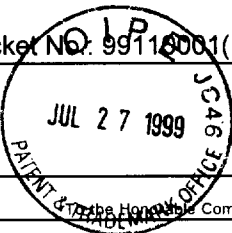


101105149

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

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



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

1. Name of conveying party(ies):

Nikon Corporation

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 2, 1999

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

Name: Discovision Associates

Internal Address: P.O. Box 19616
Irvine, CA 92623

Street Address: 2355 Main Street, Suite 200

City: Irvine State: CA ZIP: 92614

Additional name(s) and 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)

08/897,935

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

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

Name: Donald Bollella

Internal Address: Discovision Associates
P.O. Box 19616

Street Address:

City: Irvine State: CA ZIP: 92623

6. Total number of patents involved: [1]

7. Total fee (37 CFR 3.41)..... \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit Account Number: 04-1175

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.*

07/30/1999 MTHAI1 00000100 041175 08897935

40.00 CH

Donald Bollella

Name of Person Signing

Signature

July 23, 1999

Date

Total number of pages including cover sheet, attachments and document: []

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement, effective as of April 1, 1999, between Nikon Corporation, a Japanese corporation having a place of business at 2-3, Marunouchi 3-Chome, Chiyoda-ku, Tokyo Japan, ("Nikon") and Discovision Associates, a California general partnership having its principal place of business at 2355 Main Street, Suite 200, Irvine, California, 92614, United States of America ("DVA").

WHEREAS, Nikon owns the Intellectual Property (defined below) and DVA desires to obtain ownership of the Intellectual Property, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises, and intending to be legally bound the parties agree as follows:

1.0 Definitions

1.1 "Assignment Agreement" means an agreement assigning ownership of the Intellectual Property from the inventors and/or prior owners of the Intellectual Property to Nikon.

1.2 "Prosecution Counsel"

REDACTED

1.3 "Patent Files" means all files in Nikon's or Prosecution Counsel's possession or control directly relating to the Intellectual Property, including, but not limited to, prosecution histories, references cited and any references known by Nikon or Prosecution Counsel to be relevant thereto.

1.4 "Intellectual Property" means the United States and foreign patent applications and disclosures listed on Exhibit A, attached hereto and made a part hereof, and any and all extensions, renewals, divisionals, continuations, continuations-in-part, reissues and reexaminations thereof.

2.0 Assignment of the Intellectual Property

2.1 Nikon hereby assigns, transfers and conveys to DVA the entire right, title and interest in and to the Intellectual Property.

2.2

REDACTED

3.0 Nikon's Obligations

3.1 Nikon will provide reasonable and prompt assistance to DVA in:

3.1.1 -

3.1.2

REDACTED

3.2 To the extent the information and documents requested below are in Nikon's possession or control, Nikon will provide reasonable and prompt assistance to DVA in:

3.2.1

3.2.2

3.2.3

REDACTED

4.0 Payment

4.1

4.2

REDACTED

5.0 Warranties

5.1 Nikon represents and warrants to DVA that:

5.1.1 It owns the entire right, title and interest to the Intellectual Property, free and clear of any and all liens, encumbrances, liabilities, mortgages, debts, obligations and security or other claims and interest of whatever nature; and

5.1.2 It possesses the right and power to enter into this Agreement and grant to DVA the rights, title and interest to the Intellectual Property as specified under this Agreement; and

5.1.3 No licenses have been granted or will be granted by Nikon under the Intellectual Property; and

5.1.4 To the best of Nikon's knowledge, and from the date that Nikon acquired the rights, title and interest to the Intellectual Property to the date of the last signature to this Agreement, Nikon has not engaged in any material conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Intellectual Property or preclude their enforceability.

5.2

REDACTED

5.3

6.0 Miscellaneous

6.1 DVA may assign this Agreement and all rights, title and interests with respect to the Intellectual Property. This Agreement shall be binding on the parties and their successors and assigns.

6.2 The validity and interpretation of this Agreement and the rights and duties of the parties shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The state and federal courts of California shall have exclusive jurisdiction to hear any lawsuit between the parties.

6.3 In the event this Agreement is translated or executed in both English and another language, the parties agree that the English language versions shall control.

6.4 The foregoing and any Exhibits attached hereto set forth the entire agreement between Nikon and DVA. The parties shall not be bound by any agreement, understanding, conditions or modification except as expressly set forth and stipulated herein or in a subsequent written agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

Nikon Corporation

Discovision Associates

By: 

By: 

Name: Hideo Ikeda

Name: Kenny Masaki

Title: Director
General Manager, Intellectual Property H.Q.

Title: Executive Vice President

Date: June 2, 1999

Date: June 3, 1999

EXHIBIT A

PATENT APPLICATIONS

U.S. Patent Application No. 09/005,342, entitled "Electro-Optic Apodization Having Backward Compatibility and Discrimination Capabilities for Optical Disk Drives", by Kunjithapatham Balasubramanian.

U.S. Patent Application No. 08/897,935, entitled "Dividing Marks in Optical Media to Decrease Adjacent Track Crosstalk", by Nob Kimura and Daniel Wu.

U.S. Patent Application No. 08/897,867, entitled "Method and Apparatus for Reducing the Width of Marks Written in Optical Media", by Nob Kimura and Daniel Wu.

U.S. Patent Application No. 08/984,850, entitled "Controlling Recorded Mark Sizes by Monitoring Readback Timing Data Information", by Daniel Wu.

REDACTED

EXHIBIT B

ASSIGNMENT

Effective as of April 1, 1999, Nikon Corporation, a Japanese corporation ("Nikon"), hereby assigns, transfers and conveys to Discovision Associates, a California general partnership, ("DVA"), its designees, successors, assigns and legal representative, the entire right, title and interest in and to United States Patent Application Numbers:

- U.S. Patent Application No. 09/005,342, entitled "Electro-Optic Apodization Having Backward Compatibility and Discrimination Capabilities for Optical Disk Drives", by Kunjithapatham Balasubramanian.
- U.S. Patent Application No. 08/897,935, entitled "Dividing Marks in Optical Media to Decrease Adjacent Track Crosstalk", by Nob Kimura and Daniel Wu.
- U.S. Patent Application No. 08/897,867, entitled "Method and Apparatus for Reducing the Width of Marks Written in Optical Media", by Nob Kimura and Daniel Wu.
- U.S. Patent Application No. 08/984,850, entitled "Controlling Recorded Mark Sizes by Monitoring Readback Timing Data Information", by Daniel Wu.

and all divisionals, continuations, and renewals thereof, and all proceeds therefore (including but no limited to, all license royalties and proceeds of infringement suits) and all United States and foreign letters patents which may be granted on the applications or any corresponding applications in a country foreign to the United States, and all reissues, extensions thereof, and in and to any and all causes of action for past, present and future infringement of any of the Letters Patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for its own use and benefit and the use and benefit of their successors, assigns, and legal representatives, each and every of the foregoing rights, title and interests herein assigned to be held and enjoyed by DVA, its successors, assigns and legal representatives, as full and entirely as the same would have been held and enjoyed by Nikon had this Assignment not been made.

IN TESTIMONY WHEREOF, Nikon has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

NIKON CORPORATION



Name: Hideo Ikeda
Director

Title: General Manager, Intellectual Property H.Q.

Date: June 2, 1999

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Patent of:	§	Art Unit: 2752
Nob Kimura, et al.	§	
	§	Examiner: Kim-Kwok Chu
Filed: July 21, 1997	§	
	§	Attorney Docket Number:
Serial No.: 08/897,935	§	99110001(US)US MMNK
	§	
For: DIVIDING MARKS IN OPTICAL	§	
MEDIA TO DECREASE ATC	§	

POWER OF ATTORNEY BY ASSIGNEE

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The undersigned, Dennis Fischel, President of Discovision Associates hereby appoints the following attorney:

Donald Bollella, Registration No. 35,451, of Discovision Associates, 2355 Main Street, Suite 200, Irvine, California 92614, telephone number (949) 660-5000, to prosecute this patent application and to transact all business in the Patent and Trademark Office connected with this patent.

All previous Powers of Attorney or Authorizations of Agent are hereby revoked.

Please direct all future correspondence to Donald Bollella at the following address:

DISCOVISION ASSOCIATES
PATENT PROSECUTION DEPARTMENT
P. O. Box 19616
Irvine, CA 92623

Direct all telephone calls to Donald Bollella at (949) 660-5000.

Attached hereto in support of the above are:

A) Request for Entry of Certificate Under 37 CFR § 3.73(b) and Supporting

Statement, in duplicate;

B) Certificate Under 37 CFR 3.73(b);

C) Relevant assignment recorded in the U.S. Patent Office on July 21, 1997;

and

D) Relevant assignment recorded in the U.S. Patent and Trademark Office on April 27, 1998; and

E) Relevant assignment executed on June 2, 1999 from Nikon Corporation to Discovision Associates submitted herewith for recordal.

The Commissioner is hereby authorized to charge payment of any fees associated with this Communication or credit any overpayment to Deposit Account No. 04-1175. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

DISCOVISION ASSOCIATES



Dennis Fischel
President

Date: July 23, 1999

DISCOVISION ASSOCIATES
PATENT PROSECUTION DEPARTMENT
P.O. Box 19616
Irvine, California 92623
(949) 660-5000

FILING OF CORRESPONDENCE BY EXPRESS MAIL UNDER 37 C.F.R. § 1.10	
EL443346084US	July 27, 1999
Express Mail Label Number	Date of Deposit

DB:jc

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DUPLICATE

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Patent of:	§	Art Unit: 2752
Nob Kimura, et al.	§	
	§	Examiner: Kim-Kwok Chu
Filed: July 21, 1997	§	
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Serial No.: 08/897,935	§	99110001(US)US MMNK
	§	
For: DIVIDING MARKS IN OPTICAL	§	
MEDIA TO DECREASE ATC	§	

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Assistant Commissioner for Patents
Washington, D.C. 20231

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President

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\\TCPSERV01\GRPDIRS\PATPROSE\MMNK\991100-(US)US\COM01_POA.DOC

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Patent of:
Nob Kimura, et al.

Filed: July 21, 1997

Serial No.: 08/897,935

For: DIVIDING MARKS IN OPTICAL
MEDIA TO DECREASE ATC

§ Art Unit: 2752
§
§ Examiner: Kim-Kwok Chu
§
§ Attorney Docket Number:
§ 99110001(US)US MMNK
§
§
§

**REQUEST FOR ENTRY OF CERTIFICATE
UNDER 37 C.F.R. SECTION 3.73(b) AND SUPPORTING STATEMENT**

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

In further support of Assignee's interest herein, Applicant respectfully requests entry of the following Certificate Under 37 C.F.R. Section 3.73(b) in connection with the above-identified application.

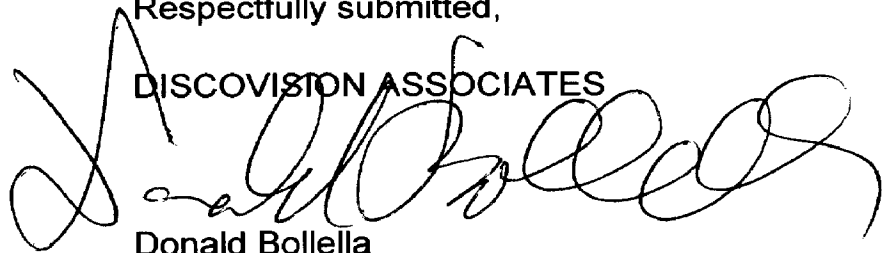
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Date: July 23, 1999

DISCOVISION ASSOCIATES
PATENT PROSECUTION DEPARTMENT
P.O. Box 19616
Irvine, California 92623
(949) 660-5000

Respectfully submitted,

DISCOVISION ASSOCIATES



Donald Bollella
Registration No. 35,451

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FILING OF CORRESPONDENCE BY EXPRESS MAIL
UNDER 37 C.F.R. § 1.10

EL443346084US
Express Mail Label Number

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DUPLICATE

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For: DIVIDING MARKS IN OPTICAL
MEDIA TO DECREASE ATC

§ Art Unit: 2752
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§ Examiner: Kim-Kwok Chu
§
§ Attorney Docket Number:
§ 99110001(US)US MMNK
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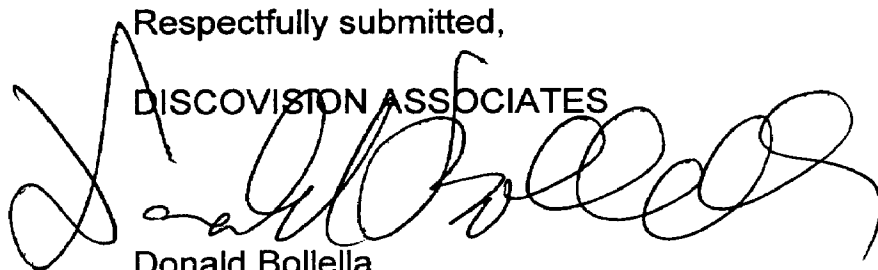
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REDACTED

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REDACTED

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3.1.1 -

3.1.2 -

REDACTED

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3.2.1

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3.2.3 -

REDACTED

4.0 Payment

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REDACTED

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- 5.1.2 It possesses the right and power to enter into this Agreement and grant to DVA the rights, title and interest to the Intellectual Property as specified under this Agreement; and
- 5.1.3 No licenses have been granted or will be granted by Nikon under the Intellectual Property; and
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5.2
5.3
REDACTED

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

Nikon Corporation

Discovision Associates

By: 

By: 

Name: Hideo Ikeda

Name: Kenny Masaki

Title: Director
General Manager, Intellectual Property H.Q.

Title: Executive Vice President

Date: June 2, 1999

Date: June 3, 1999

EXHIBIT A

PATENT APPLICATIONS

U.S. Patent Application No. 09/005,342, entitled "Electro-Optic Apodization Having Backward Compatibility and Discrimination Capabilities for Optical Disk Drives", by Kunjithapatham Balasubramanian.

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U.S. Patent Application No. 08/984,850, entitled "Controlling Recorded Mark Sizes by Monitoring Readback Timing Data Information", by Daniel Wu.

REDACTED

EXHIBIT B

ASSIGNMENT

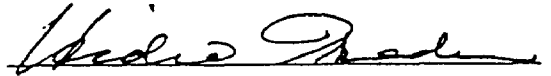
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IN TESTIMONY WHEREOF, Nikon has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

NIKON CORPORATION



Name: Hideo Ikeda
Director

Title: General Manager, Intellectual Property H.Q.

Date: June 2, 1999