

08-03-1999

Attorney Docket No.: 99110101(US)US MM1



Form PTO-1595

RECO

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark Office

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

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☐ OtherExecution 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)

08/897,867

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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.*Donald Bollella

Name of Person Signing

Signature

July 20, 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

08/03/1999 DNGUYEN 00000062 041175 08897867

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PATENT
REEL: 010131 FRAME: 0213

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

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

4.0 Payment

4.1

4.2

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
5.3
REDACTED

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

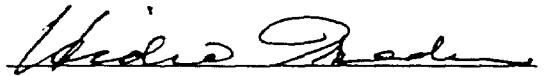
Effective as of April 1, 1999, Nikon Corporation, a Japanese corporation ("Nikon"), hereby assigns, transfers and conveys to Discovision Associates, a California general partnership, ("DVA"), its designees, successors, assigns and legal representative, the entire right, title and interest in and to United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

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and all divisionals, continuations, and renewals thereof, and all proceeds therefore (including but not 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

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Name: Kenny Masaki

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NIKON CORPORATION



Name: Hideo Ikeda

Director

Title: General Manager, Intellectual Property H.Q.

Date: June 2, 1999