65
8
is
2
7
_

## 08-23-1999



SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101124251						
10112120	Please record the attached original documents or copy thereof.					
Name of conveying party(ies):	2. Name and address of receiving party(ies):					
Paul Mercer	Name: Pixo, Inc.  Address: 20100 Stevens Creek Boulevard					
Additional name(s) of conveying party(ies) attached? _ Yes X No	₩ <u>C</u>					
	Suite 200					
3. Nature of conveyance:  X Assignment Merger	Cupertino, CA 95014					
Security Agreement Change of Name	Additional name(s) & address(es) attached? Yes _X_ No					
Other  Execution Date: August 13, 1999						
4. Application number(s) or patent number(s):  A. Patent Application No.: Unknown	B. Patent No(s).:					
Title: Method, device and an article of manufacture for maximizing the amount of text displayed						
Filed Date: <u>Herewith</u>						
i	ched?Yes _X_No					
If this document is being filed together with a new application,	the execution date of the application is: August 13, 1999					
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total Number of applications and patents involved: 1 X \$40.00 each					
Name: Martin C. Fliesler, Esq.	7. Total fee (37 CFR 3.41)\$ 40.00  X Check Enclosed					
Address: Fliesler, Dubb, Meyer & Lovejoy	8. Fee Authorization. Authorization is given to charge					
Four Embarcadero Center, Suite 400 0000037 03374228 San Francisco, CA 4111 40.00 0P	any additional fees or credit any overpayment to Deposit Account No. 06-1325.					
Telephone: <u>(415) 362-3800</u>	Copy. (A duplicate copy of this authorization is not enclosed.)					
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.						
Kirk J. DeNiro, Esq. Attorney (Reg. No.: 35,854) Signature	August 13, 1999 Date					
10. Total number of pages to be recorded: 3 (1 pag	e cover sheet and 2 page document).					

Attorney Docket No.: PIXO 1001 MCF/KJD kjd/pixo/1001/1001.007

- 1 -

## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, <u>Paul Mercer</u>, a resident of <u>515 E. Crescent Drive</u>, <u>Palo Alto, California</u>, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

## METHOD, DEVICE AND AN ARTICLE OF MANUFACTURE FOR MAXIMIZING THE AMOUNT OF TEXT DISPLAYED

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1.	<u>X</u>	On the <u>13th</u> da	iy of <u>August</u> ,	1999;		
	Or					
2.	Said	application having _, 19	SC/Serial Num	nber/,_	and filed on the	day of _

WHEREAS <u>Pixo</u>, <u>Inc.</u> (hereinafter termed "Assignee"), a corporation of the State of <u>Delaware</u>, having a place of business at <u>20100 Stevens Creek Boulevard</u>, <u>Suite 200</u>, <u>Cupertino</u>, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting

Page 1 of 2

Attorney Docket No.: PIXO 1001 MCF/KJD kjd/pixo/1001/1001.005

in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

(Inventor's Signature)

State of California

County of San Francisco

On August 13, 1999 before me, Lissette Miller, Notary Public (name and title of officer)

personally appeared Paul Mercer 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 behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lissette Miller Comm. Exp. Jan. 15, 2000 1

Page 2 of 2

Attorney Docket No.: PIXO 1001 MCF/KJD

kjd/pixo/1001/1001.005