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FORM PTO-1595
4/27/98

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDAT



PATENT 101133074

orney Docket No. RET-001

1. Name of conveying party(ies):

John J. Storey
Mark Purser

Additional name(s) of conveying party(ies) attached ___Yes X No

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

Retinal Displays, Inc.
306 Potrero Avenue
Sunnyvale, California 94086

Additional name(s) and address(es) attached: ___Yes X No

3. Nature of Conveyance:

X Assignment
___ Security Agreement
___ Merger

___ Change of Name
___ Other

Execution Date(s): August 19, 1999 and August 17, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, execution date of the application is:

A. Patent Application:

Serial No.: 09/338,014
Date Filed: June 22, 1999

B. Patent No(s):

Additional numbers attached? NO

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

Terry McHugh
Law Offices of Terry McHugh
101 First Street - PMB 560
Los Altos, California 94022

6. Total number of applications and patents involved? 1

7. Total Fee (37 CFR 3.41): \$ 40.00

X Enclosed
___ Authorization to be charged to deposit account

8. Deposit Account Number: 13-0468
(for fee deficiency only)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the forgoing information is true and correct and any attached copy is a true copy of the original document.

Terry McHugh

Name of Person Signing

Signature

August 25, 1999

Date

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

Mail Documents to be recorded with required cover sheet to:

09/01/1999 DNGUYEN 00000286 09338014

Commissioner of Patents and Trademarks

Box Assignment

Washington, D.C. 20231

01 FC:581

40.00 DP

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, the undersigned, John J. Storz, a resident of 86 Charlecote Drive, Wollaton, Nottingham, NG8 2SB, England and Mark Purser, a resident of 15 The Brianway, Leicester, LE5 4BH, England, hereinafter referred to as Assignors, have co-invented certain new and useful improvements in an invention entitled **REQUEST-AND-RESPOND APPROACH TO REDUCING LATENCY WITHIN A TRACKING SYSTEM**, identified as Attorney Docket No. RET-001, for which an application for a United States Patent was filed on June 22, 1999 and assigned Serial No. 09/338,014;

WHEREAS, Retinal Displays, Inc., a corporation of the State of Delaware, hereinafter referred to as Assignee, having an address of 308 Potrero Avenue, Sunnyvale, California 94086, U.S.A., is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patent thereon when granted in the United States and foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by said Assignors from said Assignee, the receipt and sufficiency of which in full are hereby acknowledged by said Assignors:

1. Said Assignors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignors; and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any foreign country, including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any of said application specifically identified herein, and in and to each and every reissue or extension of said Letters Patent.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee whereby said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of Letters Patent included herein, or for interference proceedings involving said invention and/or said improvements; (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignors in lending such assistance and cooperation shall be paid by the Assignee.

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3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, these said Assignors have executed and delivered this instrument on the dates set forth below.

Date: 19/8/99

J. J. Storey
John J. Storey

Date: 17/8/99

M. Purser
Mark Purser