

09-08-1999

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1. Name of Conveying Part(ies): MRD  
Rickie C. Lake  
Mark E. Tuttle 8-27-99

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

2. Name and address of receiving party(ies):  
Name: Micron Communications, Inc.  
Internal Address: \_\_\_\_\_

Street Address: 8000 South Federal Way

City: Boise State: ID Zip: 83706

Additional names(s) & address(es) attached:  Yes  No

3. Nature of conveyance:  
 Assignment  Security Agreement  
 Merger  Change of Name  
 Other \_\_\_\_\_

Execution Date: 8/25/99

4. Application number(s) or patent number(s): 09/384,836  
If this document is being filed together with a new application, the execution date of the application is: 8/25/99

A. Patent Application No.(s): \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached:  Yes  No

Additional numbers attached:  Yes  No

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

Name: David G. Latwesen, Ph.D.

Internal Address:  
Wells, St. John, Roberts,

Gregory & Matkin P.S.

Street Address: 601 W. First Avenue, Ste. 1300

6. Total number of applications and patents involved. . . . . 1

7. Total fee (37 CFR 3.41). . . . . \$ 40

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
23-0925

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*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.*

David G. Latwesen, Ph.D.  
Name of Person Signing

[Signature]  
Signature

8/27/99  
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 5

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**PARTIES TO THE ASSIGNMENT:**

**INVENTORS:**

Rickie C. Lake

Mark E. Tuttle

**ASSIGNEE:**

Micron Communications, Inc.  
Corporation of the State of Idaho  
8000 South Federal Way  
Boise, Idaho 83706-9632

**BACKGROUND OF THIS ASSIGNMENT:**

INVENTORS have conceived certain new and useful inventions disclosed in a United States patent application titled Electrical Apparatuses, Termite Sensing Apparatuses, and Methods of Forming Electrical Apparatuses.

MICRON COMMUNICATIONS, INC. (hereinafter referred to as "ASSIGNEE") desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

**THE PARTIES AGREE AS FOLLOWS:**

In consideration of good and valuable consideration, the receipt sufficiency and adequacy of which is hereby acknowledged, INVENTORS hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest in the above-identified application executed currently with this

1 assignment and to any reissues, renewals, divisions or continuations thereof,  
2 and hereby authorizes the Commissioner of Patents and Trademarks to issue  
3 such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its  
4 successors or assigns.

5 INVENTORS further agree to execute, at the request and expense of  
6 ASSIGNEE such other formal documents as may be required to fully convey  
7 the interest transferred herein and will similarly execute any application papers  
8 required for the filing of any division, continuation, renewal or reissue of the  
9 patent application or resulting Letters Patent; and will generally do everything  
10 necessary or desirable to obtain and enforce proper protection for the  
11 inventions assigned hereby.

12 INVENTORS further assign to ASSIGNEE the whole right, title and  
13 interest in the inventions disclosed in the application throughout all countries  
14 foreign to the United States. ASSIGNEE is hereby authorized to apply for  
15 patents relating to the inventions in its own name in countries where such  
16 procedure is proper; to claim the benefit of the International Convention; to  
17 file and prosecute International Applications relating to the inventions under  
18 the Patent Cooperation Treaty; and to file and prosecute applications relating  
19 to the inventions under the European Patent Convention. INVENTORS agree  
20 to execute applications relating to the inventions in those countries and under  
21 those conventions where it is necessary that the same be executed by the  
22 inventor, and to execute assignments of such applications and the resulting  
23

1 Letters Patent to ASSIGNEE as well as all other necessary papers in relation  
2 to such applications and Letters Patent.

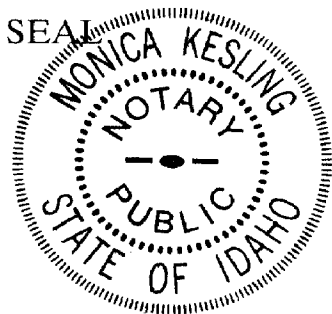
3 INVENTORS further warrant and covenant that no assignment, grant,  
4 mortgage, license or other agreement affecting the rights and property herein  
5 conveyed has been or will be made to others by the undersigned, and that the  
6 full rights to convey the same as herein expressed is possessed by the  
7 undersigned.

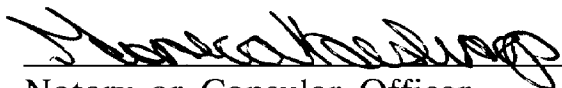
8 To be binding on the heirs, assigns, representatives and successors of  
9 the undersigned and extend to the successors, assigns and nominees of the  
10 Assignees.

11 (Signature)  Date: 8-25-99  
Rickie C. Lake

13 State of Idaho )  
14 County of Ada ) ss.

15 BEFORE ME, this 25 day of August 1999 personally  
16 appeared the above-named inventor, to me known to be the person who is  
17 described in and who executed the foregoing assignment instrument and  
acknowledged to me that he/she executed the same of his/her own free will  
for the purpose therein expressed.

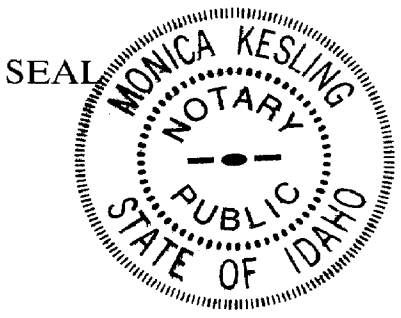


20   
21 Notary or Consular Officer  
My Commission Expires: 5-17-2005

1 (Signature) Mark E Tuttle Date: 8/25/99  
2 Mark E. Tuttle

3 State of Idaho)  
4 County of Ada) ss.

5 BEFORE ME, this 25 day of August 1999 personally  
6 appeared the above-named inventor, to me known to be the person who is  
7 described in and who executed the foregoing assignment instrument and  
8 acknowledged to me that he/she executed the same of his/her own free will  
9 for the purpose therein expressed.



10 Monica Kesling  
11 Notary or Consular Officer  
12 My Commission Expires: 5/1/2005