

8126/99

09-08-1999

ocket No: CBL-110

RECORDED
FOR ASSIGNMENT



101138126

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

Glenn S. Solomon
3689 Brandy Rock Way
Redwood City, CA 94061

David J. Miller
1160 Village Drive
Belmont, CA 94002



2. Assignee:

CBL Technologies, Inc.
3689 Brandy Rock Way
Redwood City, CA 94061

3. Execution Date of Assignment of Entire Interest in Patent Application: **25 August 1999**

4. Execution Date of Declaration for Patent Application: **25 August 1999**

4A. Patent Application No.: **09/384040**

4B. Patent Number:

5. Correspondence address: **Thomas J. McFarlane**
LUMEN
426 Lowell Avenue
Palo Alto, CA 94301

6. Total Number of applications and Patents involved: **1**

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

8. Statement and signature:

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

Marek Alboszt
Marek Alboszt
Reg. No. 39,894

Date: **26 Aug. '99**
telephone: (650) 321-6630

Total number of pages including cover sheet, attachments, and document: **3**

09/02/1999 PULLEN 00000006 09384040 40.00 00 03 FC:581

ASSIGNMENT

THIS ASSIGNMENT, by

GLENN S. SOLOMON AND DAVID J. MILLER

(hereinafter referred to as the Assignors), residing at **Redwood City, California; Belmont, California; and Stanford, California**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

HYBRID DEPOSITION SYSTEM & METHODS

for which application for Letters Patent has been executed on August 26, 1991, and is attached hereto

WHEREAS,

CBL Technologies, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, REDWOOD CITY, CALIFORNIA 94061**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.

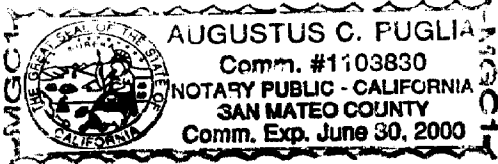
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. 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 said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. 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.


5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 8/20/99 _____
Glenn S. Solomon
State: CALIF. County: San Francisco
Subscribed and sworn to before me on this 21 day of August, 1999


Notary Public

Date: 8.26.99 _____
David J. Miller
State: California County: Santa Clara
Subscribed and sworn to before me on this 26 day of August, 1999


Notary Public