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PATENTS ONLY

R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:
Linda K. Cook, Timothy W. Bickmore,
Joseph W. Sullivan, Elizabeth F. Churchill,
and Scott A. Prevost
Additional name(s) of conveying party(ies) attached? Yes No

2. Names and addresses of receiving parties:
Name: Fuji Xerox Co., Ltd.
Address: 2-17-22 Akasaka
Minato-ku
Tokyo 107, JAPAN
Name: Xerox Corporation
Address: 800 Long Ridge Road
Stamford, Connecticut 06904, USA
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: August 21 and 23, 1999

4. Application number(s) or patent number(s):
A. Patent Application No.: 09/287,521
Title: System For Designing And Rendering
Personalities For Autonomous Synthetic
Characters
Filed Date: April 7, 1999
Additional numbers attached? Yes No
If this document is being filed together with a new application, the execution date of the application is: ??

B. Patent No(s):

5. Name and address of party to whom
correspondence concerning document should
be mailed:
Name: Martin C. Fliesler, Esq.
Address: Fliesler, Dubb, Meyer & Lovejoy LLP
Four Embarcadero Center, Suite 400
San Francisco, CA 94111
Telephone: (415) 362-3800

6. Total Number of applications and patents
involved: 1 \$40.00 each
7. Total fee (37 CFR 3.41).....\$ 40.00
 Check Enclosed
8. Fee Authorization. Authorization is given to charge
any additional fees or credit any
overpayment to Deposit Account
No. 06-1325.
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.*
09/09/1999 NTHAI1 00000185 09287521
John W. Carpenter ^{40.00 OP}
Reg. No. 39,129 Signature September 2, 1999
Date

10. Total number of pages to be recorded: 4 (1 page cover sheet and 3 page document).

09/09/1999 NTHAI1
01 FC:581

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Linda K. Cook,
a resident of 2773 25th Street, Sacramento, California 95818; and

(2) Timothy W. Bickmore,
a resident of 13-R Hall Street, Somerville, Massachusetts 02144; and

(3) Joseph W. Sullivan,
a resident of 175 Bluxome Street, #103, San Francisco, California 94107; and

(4) Elizabeth F. Churchill,
a resident of 3740 25th Street, #206, San Francisco, California 94110; and

(5) Scott A. Prevost,
a resident of 263 Sanchez Street, San Francisco, California 94114.

have invented certain new and useful improvements in:

**SYSTEM FOR DESIGNING AND RENDERING PERSONALITIES
FOR AUTONOMOUS SYNTHETIC CHARACTERS**

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

1. On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;
- or
2. Said application having SC/Serial Number 09/287,521 and filed on the 7th day of April, of the year 1999.

WHEREAS FUJI XEROX CO., LTD., a corporation of JAPAN, having a place of business at 17-22, Akasaka 2-chome, Minato-ku, Tokyo, Japan, and XEROX CORPORATION (each hereinafter jointly termed "Assignees"), a corporation of the state of New York, having a place of business at 800 Long Ridge Road, Stamford, Connecticut 06904, wish 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 jointly or severally by said Inventors (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 each of said Inventors to have been received in full from said Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignees, 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 or 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 Inventors hereby jointly and severally covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors 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 Assignees (a) for perfecting in said Assignees 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 Inventors in providing such cooperation shall be paid for by said Assignees.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

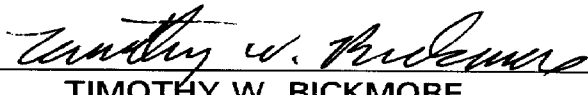
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment and delivered this instrument to said Assignees.

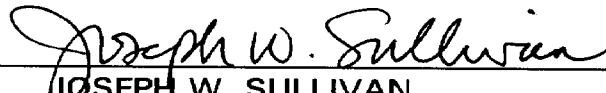
Date: 8/23/99

(1) 
LINDA K. COOK

Date: 8/21/99

(2) 
TIMOTHY W. BICKMORE

Date: 8/23/99

(3) 
JOSEPH W. SULLIVAN

Date: 8.23.99

(4) 
ELIZABETH F. CHURCHILL

Date: 8-23-99

(5) 
SCOTT A. PREVOST