FORM PTO-1595 1-31-92 IOM-9853

thereof.

09-16-1999



Patent and Trademark Office

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attached original documents or copy

101146823

1. Name of conveying party(ies): Kelly D. Wright; Lawrence M. Moon; Yiping Ma; James M. Bero

Additional name(s) of conveying party(ies) attached? () YES (X) NO

To The Honorable Commissioner of Pater

3. Nature of Conveyance:

(X) Assignment

() Merger

() Security Agreement

() Change of Name

() Other:

Execution Date(s): September 1, 1999; September 1,

1999; August 17, 1999; August 17, 1999

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

Name: lomega Corporation

Street Address: 1821 West 4000 South

City: Roy

State Utah ZIP 84067

Additional name(s) & address attached? ()YES (X)NO

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

If this document is being filed together with a new application, the execution date of the application is: September 1, 1999; September 1, 1999; August 17, 1999 and August 17, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? () YES () NO

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

Name: Jonathan M. Waldman, Esq.

Internal Address: WOODCOCK WASHBURN KURTZ

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One Liberty Place - 46th Floor

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MACKIEWICZ & NORRIS LLP

One Liberty Place - 46th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103-7301

6. Total number of applications and patents involved: 1

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

(X) Enclosed

() Authorized to be charged to Deposit Account

Number 23-3050

8. Please charge any deficiency or credit any

overpayment to Deposit Account Number 23-3050

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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.

Jonathan M. Waldman, Reg. No. 40,861

Name of Person Signing/Reg. No.

September 7, 1999

Date

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

Mail documents to be recorded with required cover sheet information to:

/15/1999 MTHAI1 00000308 09390744

Commissioner of Patents and Trademarks **Box Assignments** 

FC:581 40.00 DP

Washington, D.C. 20231

**PATENT** REEL: 010228 FRAME: 0508 **DOCKET NO.: IOM-9853/P0077** 

(New Application)

## **ASSIGNMENT**

WHEREAS, we Kelly D. Wright; Lawrence M. Moon; Yiping Ma; and James M. Bero, hereinafter referred to as the assignors, residing respectively at 973 East Snowcreek Drive, Layton, Utah 84040; 13 N. 3100 E., Layton, Utah 84040; 2220 N. 2300 East, Layton, Utah 84040; 4207 Skyline Drive, Ogden, Utah 84403 are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. IOM-9853/P0077, entitled SYSTEM AND METHOD FOR MINIMIZING WRITE-OVER ENCROACHMENT IN A DISK DRIVE DUE TO RADIAL SINUSOIDAL RUNOUT AT THE FUNDAMENTAL FREQUENCY; and

WHEREAS, **Iomega Corporation**, hereinafter referred to as the assignee, of **1821 West 4000 South**, **Roy**, **Utah 84067**, a corporation of **Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to

PATENT REEL: 010228 FRAME: 0509 sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Date: 0/5ep/999

Kelly t. Wright (L.S.

Kelly D. Wrigh

Date: <u>SEPT 1, 1999</u>

(L.S.)

Lawrence M. Moon

Date:  $\frac{8/\sqrt{99}}{2}$ 

RECORDED: 09/07/1999

(L.S.)

Date: 8/17/99

Cin h VOCS (L.S.)

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