

10-22-1999

FOR: PTO-1595  
1-31-92

RE



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101180178

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

10-7-99  
MRD

1. Name of conveying party(ies):  
Kenneth B. Crozier, Daniel A. Fletcher,  
Gordon S. Kino, Calvin F. Quate, Hyongsok  
T. Soh  
Additional name(s) of conveying  
party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: The Board of Trustees of the Leland  
Stanford Junior University  
Internal Address: \_\_\_\_\_

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 09/28/99

Street Address: 900 Welch Road, Suite 350  
City: Palo Alto, California  
Country US Zip: 94304  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s): Herewith  
If this document is being filed together with a new application, the execution date of the application is: 09/28/99

A. Patent Application No. (s)  
Herewith

B. Patent No. (s)

Additional numbers attached?  Yes  No

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

Name: Aldo J. Test  
Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400  
FOUR EMBARCADERO CENTER  
City: SAN FRANCISCO  
State: CA Zip: 94111-4187

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): .....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-1300  
Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-67514/AJT

10/20/99  
JCS03 U.S. PTO  
09/414674  
10/07/99

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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.

Aldo J. Test \_\_\_\_\_  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [ 5 ]

10/20/1999 JARTIS 00000005 061300 09414674  
05 FC:581 40.00 CH  
OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:  
**Honorable Commissioner of Patents and Trademarks, Box Assignments**  
Washington, DC 20231

File No. A-67514/AJT

(141504)

PATENT  
REEL: 010319 FRAME: 0159

## ASSIGNMENT

**WHEREAS**, Kenneth B. Crozier of Stanford, Santa Clara, California; Daniel A. Fletcher of Menlo Park, San Mateo, California; Gordon S. Kino of Stanford, Santa Clara, California; Calvin F. Quate of Stanford, Santa Clara, California; and Hyongsok T. Soh, of Stanford, Santa Clara, California; hereinafter termed "Inventors," have invented new and useful improvements in *Near Field Optical Scanning System Employing Microfabricated Solid Immersion Lens*, and have made application for a U.S. Patent disclosing and identifying the invention, which application is filed herewith; which application claims priority to Provisional Application Serial No. 60/104,901 filed October 20, 1998 under the title of *Aspheric Solid Immersion Lenses*; and

**WHEREAS, THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California, and having its principal place of business at 900 Welch Road, Suite 350, Palo Alto, California 94304 (hereinafter termed "Assignee,") is desirous of acquiring the entire right, title and interest in and to said applications and said invention and improvements thereon, and in and to Letters Patent thereon when granted in the United States and foreign countries; and

**WHEREAS**, Inventors and 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 valuable consideration received by said Inventors from said Assignee, receipt of which is hereby acknowledged by said Inventors;

1. Said Inventors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, all their right, title and interest in, to and under said invention, and in, to and under the applications for Letters Patent of the United States therefor executed as aforesaid, and in, to and under any Letters Patent which may be issued for said invention in the United States and in any foreign country including the right to claim priority in all foreign countries including each and every Letters Patent granted on any application which is a division, substitution or continuation

of said applications specifically identified herein, and in and to each and every reissue or extension of said Letters Patent; said interest hereby assigned to be held and enjoyed by said Assignee as fully as the same would have been held and enjoyed by said Assignee as fully as the same would have been held and enjoyed by said Inventors had this assignment and sale not been made.

2. Said Inventors 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, oaths, specifications, declarations or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for prosecuting said applications specifically identified herein, for filing and prosecuting substitute, divisional, continuing or additional applications in the United States and/or foreign countries covering said invention and/or improvements, for filing and prosecuting applications for reissuance of Letters Patent included herein, or for interferences (i.e. priority) proceedings involving said invention and/or improvements; and (c) prompt assistance and cooperation in the prosecution of legal proceedings involving said invention and/or improvements, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions; provided, however, that the expense which may be incurred by said inventors in lending such assistance and cooperation be paid by Assignee.

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 Inventors, their respective heirs, legal representatives and assigns.

4. The terms, covenants and conditions of this agreement are subject to the payment of royalty by Assignee to Inventors in accordance with the provisions of said Agreement Concerning Rights in Invention referred to above.

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

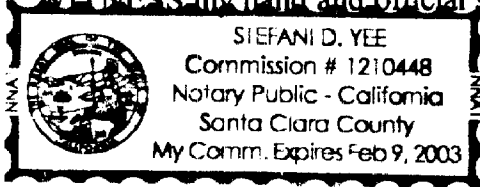
IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument on the date below written.

Dated: 28 September 1999 Ken Crozier  
Kenneth B. Crozier

State of California ]  
County of Santa Clara ] SS.

On Sept 28 99, before me, Stefani D. Yee, Notary Public, personally appeared Kenneth B. Crozier, ~~personally known to me~~ (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



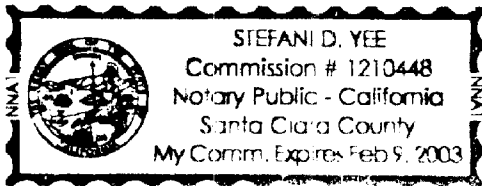
Stefani D. Yee  
Notary Public

Dated: Sept 28 1999 Daniel A. Fletcher  
Daniel A. Fletcher

State of California ]  
County of Santa Clara ] SS.

On Sept 28, 99, before me, Stefani D. Yee, Notary Public, personally appeared Daniel A. Fletcher, ~~personally known to me~~ (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Stefani D. Yee  
Notary Public

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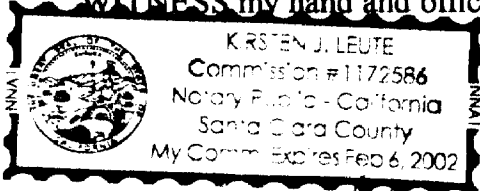
Dated: 9/27/99

Gordon S. Kino  
Gordon S. Kino

State of California ]  
County of Santa Clara ] SS.

On 9/27/99, before me, Kirsten J. Leute, Notary Public, personally appeared Gordon S. Kino, ~~personally known to me~~ (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Kirsten J. Leute  
Notary Public

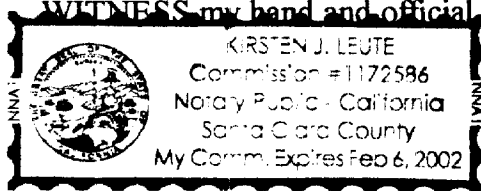
Dated: 9/27/99

Calvin F. Quate  
Calvin F. Quate

State of California ]  
County of Santa Clara ] SS.

On Sept 27, 1999, before me, Kirsten J. Leute, Notary Public, personally appeared Calvin F. Quate, ~~personally known to me~~ (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Kirsten J. Leute  
Notary Public

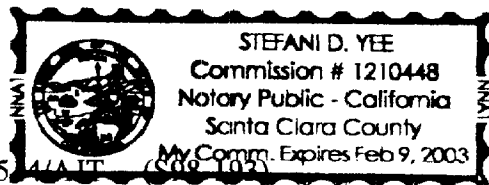
Dated: 9/28/99

Hyongsok T. Soh  
Hyongsok T. Soh

State of California ]  
County of Santa Clara ] SS.

On Sept 28, 99, before me, Stefani D. Yee, Notary Public, personally appeared Hyongsok T. Soh, ~~personally known to me~~ (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Stefani D. Yee  
Notary Public