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Practitioner's Docket No. 37000UT9805

101197604

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box: Assignments
Assistant Commissioner for Patents
Washington, D.C. 20231

NOTE: "Documents and cover sheets to be recorded should be addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231, unless they are filed together with new applications or with a petition under § 3.81(b)." 37 CFR § 3.27

ASSIGNMENT(DOCUMENT) COVER SHEET (37 CFR 3.31)

NOTE: "A cover sheet may not refer to both patents and trademarks." 27 CFR 3.31(b)

Attached please find an assignment (document) for recordal.

CERTIFICATION UNDER 37 CFR 1.8(A) AND 1.10
(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional)

I hereby certify that, on the date shown below, the correspondence is being:

MAIL

- deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231
37 CFR (1.8(a))
- with sufficient postage as first class mail
- as "Express Mail Post Office to Addressee" Label No. (mandatory)

TRANSMISSION

- transmitted by facsimile to the Patent and Trademark Office.

Signature

Date: November 3, 1999

Andrea L. Mays

(typed name)

***WARNING:** Each paper or fee filed by Express Mail must have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. 1.10(b).
"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will not be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

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**IDENTIFICATION OF APPLICATION(S) AND/OR PATENTS(S)
FOR ASSIGNMENT (DOCUMENT) RECORDAL
(37 CFR 3.21 and 37 CFR 3.31(a)(4))**

NOTE: See 37 CFR 3.21.

Note: § 3.21 does not apply to documents other than assignment. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

1. This assignment is for the following patent application and/or issued patent:

National application Serial No. **09/373,919**, filed on **August 12, 1999**

Provisional application Serial No. ____, filed on ____

International application **PCT/US**____, international filing date ____

Patent No. _____, issued on _____

(Complete if applicable) which was previously assigned and recorded

Date _____ Reel _____; Frame _____

(also complete the following, if applicable)

and also for the applications and/or patents shown on the attached list of FURTHER APPLICATION(S) and/or PATENT(S) BEING ASSIGNED

Number of pages added: ____

NOTE: Where there is a listing of properties contained within a document, any listing may be copied and attached to the cover sheet to reduce the amount of typing necessary. A notation of this attachment can be made in lieu of entering every property identification number on the cover sheet. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS AND TOTAL FEE (37 CFR 3.28 (a)(6))

2. A. The total number of applications and/or patents identified in this cover sheet is **one**.

B. The total fee is (37 CFR 1.21(h)):

1 x \$40.00 = **\$40.00**

(Total number of Applications and/or Patents)

C. Payment of fee is made by: The attached check for \$40.00
 Please charge Account 13-4213. A duplicate of this cover sheet is attached.

Please charge Account 13-4213 for any fee deficiency or credit to account any overpayment.

NAME OF PARTY(IES) CONVEYING INTEREST (37 CFR 3.31(a)(1))

NOTE: "The term 'party' as used in this rule (§ 3.31) means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the documents." Notice of June 24, 1992 (1140 O.G. 63-72, at 65).

3. The party(ies) conveying interest is (are):

Name 1: WILLIAM E. RYAN

Name 2: ALI GHRAYEB

Name 3:

NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST 37 CFR 3.31(a)(2))

4. The rights are being conveyed to:

Name: **NEW MEXICO STATE UNIVERSITY TECHNOLOGY TRANSFER CORPORATION**
Address: 3RES, Box 30001
Las Cruces, New Mexico 88003-8001

DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED (37 CFR 3.31(a)(3))

5. an assignment a security agreement
 a merger a license
 a change of name a change of address
 other: _____

NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE SHOULD BE MAILED (37 CFR 3.31(a)(5))

6. Please address correspondence to:
ANDREA L. MAYS, Reg. No. 343,721
Post Office Box 26927
Albuquerque, New Mexico 87125-6927
Telephone: (505) 998-1500; direct line: (505) 998-6132

DATE ASSIGNMENT (DOCUMENT) EXECUTED (37 CFR 3.31(a)(7))

7. The attached assignment (document) was executed on **October 21, 1999**

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

NOTE: "The Office will accept and record non-English language documents only if accompanied by a verified English translation signed by the individual making the translation." 37 CFR 3.26.

8. The attached document:
 is in the English language
 is not in the English language and a verified English translation signed by the individual making the translation is attached.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

NOTE: See 37 CFR 3.24.

9. Submitted herewith is:

- the original document
- a true copy of the original document, which I certify to be a true copy.

NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 CFR § 3.24] by providing a true copy of the or original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.

NOTE: "Certification shall be made by the person submitting a copy of an original document that the document submitted is a true copy of the original. The certification is not required to be in an oath or declaration form." MPEP, 6th ed. § 302.01.

ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF ADDRESS

(check item, if applicable)

- 10. Because the purpose of the attached documents is to record a change of address of the assignee, the particulars of the previously recorded assignment(s) for each application and/or patent are shown.

ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF NAME

(check item, if applicable)

- 11. Because the purpose of the attached document is to record a change of name of the assignee, the particulars of the previously recorded assignment(s) for each application and/or patent are shown.

CHANGE OF PATENT MAINTENANCE FEE ADDRESS

(check item, if applicable)

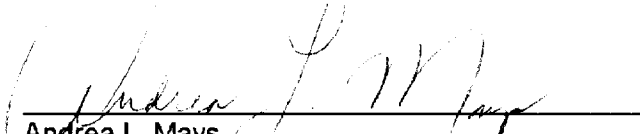
- 12. A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent to the Office separately.

STATEMENT (37 CFR 3.31(a)(9)) AND SIGNATURE (37 CFR 3.31(a)(10))

13. 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.

NOTE: "The term 'party' as used in this rule [§ 4.41] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where the corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65.

Date: November 3, 1999


Andrea L. Mays
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Albuquerque, New Mexico 87125-6927
Direct line: (505) 998-6132

Reg. No. 43,721

Telephone: (505) 998-1500

Customer No. 005179

TOTAL NUMBER OF PAGES BEING SUBMITTED

14. The total number of pages being submitted, including cover sheet attachment(s), and documents are: **9**

[\\JDM\DOCS\ANNETTE\NMSUT-Ryan-Asn.PTO.doc] 37000-9805

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventors/Assignors: WILLIAM E. RYAN and ALI GHRAYEB

Serial No. 09/373,919

Filing Date: August 12, 1999

Whereas, William E. Ryan of Oro Valley, Arizona, and Ali Ghrayeb of Tucson, Arizona, (hereinafter referred to as "Assignors") were employees of New Mexico State University, Las Cruces, New Mexico 88003 and as such have made a certain invention titled *Ram-Search Processor for Intersymbol Interference Cancellation*, for which a patent application was filed at the expense of their previous employer, on August 12, 1999, in the United States Patent and Trademark Office. The patent application is filed under attorney docket No. 37000UT9805 and is identified as Serial No. 09/373,919.

Whereas, the Assignors are obligated under the provisions of the New Mexico State University Administrative Policies and Procedures Manual ("NMSU APP Manual") to assign the invention and intellectual property rights relating thereto to New Mexico State University, subject to the terms of the NMSU APP Manual; and

Whereas, the intellectual property of New Mexico State University, by authority of its Board of Regents, is required to be assigned to the NEW MEXICO STATE UNIVERSITY TECHNOLOGY TRANSFER CORPORATION, MSC 3RES, Box 30001, Las Cruces, New Mexico 88003-8001, its successors and assigns (hereinafter referred to as Assignee").

Now, therefore, in view of the above premises and good and valuable consideration the receipt whereof is hereby acknowledged, and with the agreement that the Assignors and Assignee will abide by the NMSU APP Manual, and with the further agreement that Assignors' rights to receive money under the NMSU APP Manual shall extend to Assignors' heirs, successors, and assigns, Assignors do hereby sell, assign and transfer unto Assignee all right, title and interest in and to the invention and all improvements and the interest in and to any and all copyrights, patent applications and patents which may be issued thereon in the United States of America and all foreign

countries, including all rights of priority under the international conventions and treaties, including all provisional, utility, divisions, substitutions, reissues, renewals, continuations, reexaminations or other applications based in whole or in part thereon, and the right to sue for past, present, and future infringement of such rights, in the name of Assignee or its designee.

If the work is a "work made for hire" within the meaning of the Copyright Act (Title 17 of the United States Code), Assignors and Assignee agree that the work shall be considered a work made for hire. And Assignors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents and copyrights.

Assignors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Assignors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Assignors which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Assignors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Further, Assignors agree to communicate to Assignee any facts known to Assignors respecting said invention, and to testify in any legal proceedings, to sign all lawful papers, to execute all provisionals, utilities, divisions, continuations, in whole or in part, substitutions, renewals and reissue applications, to execute all necessary assignment papers to cause any and all of said Patents to be issued to Assignee, to make all rightful oaths and generally to do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper protection for said invention.

Assignors' rights in the above-mentioned invention or improvement and Related Know-How and any copyrights, patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or

otherwise encumbered, and Assignors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Assignors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks and the U.S. Copyright Office of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent and copyright registration as shall be granted on said application or applications based thereon to Assignee.

DATED this 21st day of OCTOBER, 1999.

W E Ryan
William E. Ryan

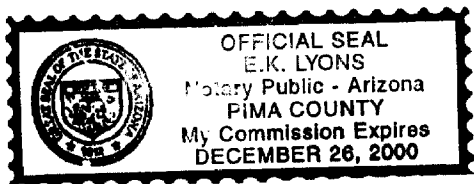
Ali Ghayeb
Ali Ghayeb

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 1999, by William E. Ryan.

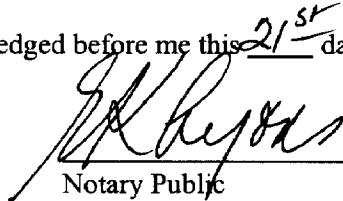
E. K. Lyons
Notary Public

My commission expires:
Dec. 26, 2000
SEAL



STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 1999, by Ali Ghrayeb.



Notary Public

My commission expires:
Dec. 26, 2000

