

12-03-1999

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101	213920 .iey Docket No. <u>A-66685/JAS/RMA SMF</u>
To the Honorable Commissioner of Patents and Trademarks.	Please record the attached original documents or copy thereof.
1 Name of conveying party:	2. Name and address of receiving party:
Gregory F. Uchara	Name: University of Hawaii
Additional names of conveying parties attached? [] Yes [x] No	Address: 2800 Woodlawn Drive, Suite 280
3 Nature of conveyance:	Honolulu Hawaii 96822
x Assignment	Additional name(s) & address(es) attached? [Yes [x] No
Other:	
Execution Date: November 16, 1999	
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: n/a
A. Paient Application No.(s)	B Patent No.(s)
09/391,117 filed September 7, 1999	
Additional numbers attached? [] Yes [x] No	
5 Name and address of party to whom correspondence concerning document should be mailed:	6 Total number of applications and patents involved: 1
Name: Steven M. Freeland, Esq.	
Address: Flehr Hohbach Test Albritton & Herbert LLP	7 Total fee (37 CFR 3.41): \$40.00
4 Embarcadero Center	[x] Enclosed
Suite 3~00	[] Authorized to be charged to deposit account, if necessary
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Or FE 58:

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ASSIGNMENT

WHEREAS, the undersigned: Gregory T. Uchara, residing at 2573 Alaula Way, Honolulu, 96822: has invented certain new and useful improvements in SPREAD-SPECTRUM CONTINUOUS-TIME ANALOG CORRELATOR AND METHOD THEREFOR, and for which they have made application for Letters Patent of the United States, filed on July 13, 1999; and having Serial Number 09/352,582, and which invention is fully described in the specification pertaining to said application.

WHEREAS, UNIVERSITY OF HAWAII, a body having corporate powers under the laws of the State of Hawaii, at Honolulu, Hawaii, (hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- Said Inventor does hereby sell, assign, transfer and convoy unto said Assignee, the entire right, Ì. title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign 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; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.
- Said Inventor covenants and agrees to cooperate with said Assignee to enable said Assignee 2. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings

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involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.

1)

County of Santa Clara)
) SS
State of Harma Caldonia)

California Personally appeared Gregory T. Uchara, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

Signature Cyrtten Ruce

CYNTHIA DURIO Commission # 121363 My Comm. Expires Mar 20, 2003

(Seal)

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RECORDED: 11/30/1999

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