

FORM PTO-1595 (Modified)
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To the Honorable Commissioner of Patents

... the original documents or copy thereof

1. Name of conveying party(ies):

Michael R. Houston
David S. Soane

Additional names(s) of conveying party(ies) Yes No

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

Name: ZMS, LLC

Address: 5764 Shellmound Street

City: Emeryville

State/Prov.: CA

Country: USA

ZIP: 94608

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: Dec. 28, 1999 and Jan. 4, 2000

Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.	Filing date
09/458,220	Dec. 9, 1999

B. Patent No.(s)

Additional numbers Yes No

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

Name: Jacqueline S. Larson

Registration No. 30,279

Address: P.O. Box 2426

City: Santa Clara State/Prov.: CA

Country: USA ZIP: 95055-2426

6. Total number of applications and patents involved: 1

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

Enclosed - check # 4601

Authorized to be charged to deposit account

8. Deposit account number:

02/02/2000 DNGUYEN 00000216 09458228

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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.

Jacqueline S. Larson

Name of Person Signing

Jacqueline S. Larson

Signature

Jan. 6, 2000

Date

Total number of pages including cover sheet, attachments, and 13

PATENT

REEL: 010516 FRAME: 0383

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, we, **Michael R. Houston and David S. Soane**, hereinafter referred to as "Assignors", are inventors of the invention described and set forth in the application for United States Letters Patent, Serial No. **09/458,220**, which has been filed on **December 9, 1999** and is entitled "**Expandable Polymeric Fibers and Their Method of Production**"; and

WHEREAS, ZMS, LLC, a California corporation (the "Assignee"), having a place of business at 5764 Shellmound St., Emeryville, CA 94608, is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Assignors, Assignors do hereby:

SELL, ASSIGN AND TRANSFER to Assignee their entire right, title and interest for the United States and all foreign countries in and to the invention and application and to any and all future improvements thereon and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the same; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the invention and any improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;


AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on the invention to the Assignee;

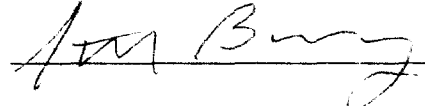
WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by Assignors;

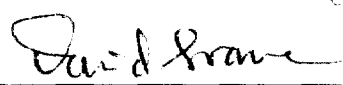
COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, Assignors will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on the invention and any improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to Assignors relating to the invention and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to the invention and any improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such invention and improvements;

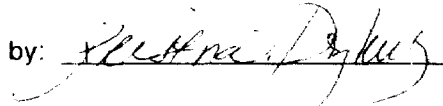
TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

(Signature)  Date: 12/28/99
 Name: Michael R. Houston

Witnessed by:  Name: STEPHEN BARRY Date: 12/28/99

(Signature)  Date: 1-4-00
 Name: David S. Soane

Witnessed by:  Name: Kristina Dougherty Date: 1-4-00