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To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)
- a) Terrence L. Wong
 - b) Gregory S. Lewis
 - c) David C. Lee
 - d) Yi Ling
 - e) Stephen P. Pope
 - f) Steven R. Spielman
 - g) Jon Zingman

2. Name and address of receiving party(ies):
- a) Name: Calimetrics, Inc.
 - b) Address: 851 Atlantic Avenue, Suite 105
Alameda, CA 94501

3. Nature of conveyance
- | | |
|--|--|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> License Agreement |

Execution Date: March 14, 2000

4. Application Number(s) or Patent Number(s): 09/476,395

The title of the (new) application is: METHOD AND FORMAT FOR READING AND WRITING IN A MULTILEVEL OPTICAL DATA SYSTEM

5. Please send all correspondence concerning this (these) documents to:

Customer No. 21912
Ritter, Van Pelt & Yi LLP
4906 El Camino Real, Suite 205
Los Altos, CA 94022
(650) 903-3500 (PH)
(650) 903-3501 (FX)

6. Total number of applications and patents involved: 1

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

- ☒ Enclosed
- ☒ Any deficiencies are hereby authorized to be charged to Deposit Account No. 50-0685 (Order No. CALMP018)

8. 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.

Date: March 17, 2000

Lee Van Pelt
Registration No. 38,352

04/21/2000 DNGUYEN 00001320 09476395

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Attorney Docket No. CALMP018

(Revised 01-96)

PATENT
REEL: 010709 FRAME: 0564

ASSIGNMENT OF PATENT APPLICATION

(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

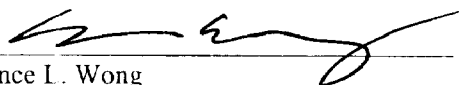
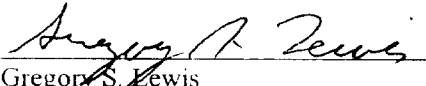
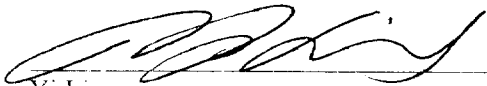
METHOD AND FORMAT FOR READING AND WRITING IN A MULTILEVELOPTICAL DATA SYSTEM

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on December 30, 1999, and which bears the Application No. 09/476,395.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We the undersigned inventor(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) to Calimetrics, Inc. a California corporation having a place of business at 851 Atlantic Avenue, Suite 105, Alameda, CA 94501, (hereinafter referred to as ("ASSIGNEE")), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

- | | | |
|----|--|---------------------------|
| 1) | Signature:  | Date: <u>9 MARCH</u> |
| | Typed Name: Terrence L. Wong | |
| 2) | Signature:  | Date: <u>9 MARCH 2000</u> |
| | Typed Name: Gregory S. Lewis | |
| 3) | Signature: _____ | Date: _____ |
| | Typed Name: David C. Lee | |
| 4) | Signature:  | Date: <u>23/09/2000</u> |
| | Typed Name: Yi Ling | |

- 5) Signature: Stephen P. Pope
Typed Name: ~~/s/ Stephen Pope~~ Stephen P. Pope Date: 3/14/00
- 6) Signature: Steven R. Spielman
Typed Name: Steven R. Spielman Date: 3/9/2000
- 7) Signature: Jon Zingman
Typed Name: Jon Zingman Date: 3/7/00

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CALIMETRICS INC

PAGE 02

ASSIGNMENT OF PATENT APPLICATION
(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:


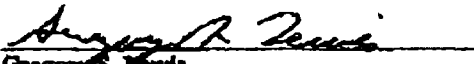
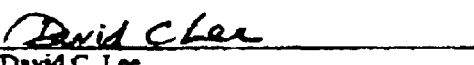

METHOD AND FORMAT FOR READING AND WRITING IN A MULTILEVELOPTICAL DATA SYSTEM

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on December 30, 1999, and which bears the Application No. 09/476,395.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We the undersigned inventor(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) to Calimetrix, Inc. a California corporation having a place of business at 851 Atlantic Avenue, Suite 105, Alameda, CA 94501, (hereinafter referred to as ("ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

- | | | |
|----|--|--------------------|
| 1) | Signature: 
Typed Name: Terrence L. Wong | Date: 27 APR 00 |
| 2) | Signature: 
Typed Name: Gregory S. Lewis | Date: 7 MARCH 2000 |
| 3) | Signature: 
Typed Name: David C. Lee | Date: 14/03/2000 |
| 4) | Signature: 
Typed Name: Yi Ling | Date: 23/09/2000 |

Any Dkt. No. CALMP018

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