

09-12-2000

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To the Honorable Commissioner of Patents and

101453943

original documents or copy thereof.

1. Name of conveying party(ies):

Victor Lazarev

Zhijiang Hang

Hiroshi Miyazawa

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name: New Dimension Research & Instrument, Inc.

Internal Address:

Street Address: 400 West Cummings Park

City: Woburn State: MA ZIP: 01801

Additional name(s) & address(es) attached?

☒ Yes ☐ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: December 1, 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:

A. Patent Application No.(s)

09/439,880

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

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

Name: Thomas P. O'Connell

Internal Address: O'CONNELL LAW OFFICE

Street Address: 135 Cambridge Street, Suite 10

City: Burlington State: MA ZIP: 01803

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:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Thomas P. O'Connell

Name of Person Signing

Signature

August 8, 2000

Date

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

7

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(Form PTO-1595--Recordation Form Cover Sheet - page 1 of 2)

PATENT
REEL: 011049 FRAME: 0510

PATENTS ONLY

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

1. Name of conveying party(ies):

Additional name(s) of conveying party(ies) attached?

Yes

☐

No

☒

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

Name: Kenwood CorporationInternal Address: 1-14-6 ShibuyaStreet Address: Shibuya-kuCity: Tokyo, Japan

State: _____

ZIP: _____

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____

ZIP: _____

Additional name(s) & address(es) attached?

Yes

☐

No

☒

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: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?

Yes

☐

No

☒

Page 2 of 2

ASSIGNMENT AND LICENSE AGREEMENT

THIS AGREEMENT is made this First day of December, 1999 by and between the following Parties: Kenwood Corporation (hereinafter "Kenwood") having principal offices at 1-14-6 Shibuya, Shibuya-ku, Tokyo, Japan; New Dimension Research & Instrument, Inc. (hereinafter "NDR") having principal offices at 400 West Cummings Park, Woburn, Massachusetts, USA; Victor Lazarev (hereinafter "Lazarev") having a residential address at 6 Baron Park Lane, Apt. 14, Burlington, Massachusetts 01803, USA; Zhijiang Hang (hereinafter "Hang") having a residential address at 4 Liberty Avenue, Lexington, Massachusetts 02173, USA; and Hiroshi Miyazawa (hereinafter "Miyazawa") having a residential address at 20-7 Enoki-Cho, Tokorozawa, Saitama 359-1104, Japan.

I. BACKGROUND

1.01 Lazarev and Hang devised of an invention that was disclosed and claimed in U.S. Patent Application Serial No. 09/191,022 entitled "Optical System with Interactive Data Capability" (hereinafter "Invention A"). The same invention is now the subject of an equivalent application under the Patent Cooperation Treaty bearing International Application No. PCT/US 99/26855 and an equivalent Taiwanese application bearing Filing Number 88119894. Lazarev and Hang have assigned all right, title, and interest in Application Serial No. 09/191,022 and in all equivalent foreign applications to NDR. NDR has or will have exclusively licensed all of its right, title, and interest in Application Serial No. 09/191,022 and in all equivalent foreign applications to New Dimension Technology, Inc. (hereinafter "NDT").

1.02 Miyazawa conceived of a particular improvement over Invention A, which improvement essentially comprises the basic concept of correcting optical magnification error without relative movement by assigning a plurality of VCSELs to a single track on an optical recording medium with the VCSELs each having a different coordinate in a direction perpendicular to the single track (hereinafter "Invention B"). Lazarev and Hang devised of a plurality of improvements over Invention B including optimized arrangements of VCSELs, for instance, in a hexagonal lattice relationship and according to specific formulas and layouts (hereinafter "Invention C"). Still further, Miyazawa, Lazarev, and Hang together developed a particular VCSEL arrangement that is depicted as FIG. 6K in each

of the above-referenced patents (hereinafter "Invention D"). Inventions B, C, and D were disclosed and claimed in equivalent applications U.S. Serial No. 09/439,880, PCT International Application No. PCT/US 99/26856, and Taiwanese Filing Number 88119895, each in the individual names of Lazarev, Hang, and Miyazawa and each entitled "Optical Pickup and Servo Control System for Digital Data Storage."

1.03 The Parties now share the mutual desire that all right, title, and interest of Lazarev, Hang, and Miyazawa in Inventions B, C, and D be assigned in equal proportion to Kenwood and NDR. The Parties further desire that Kenwood grant to NDR a perpetual, irrevocable, and royalty-free exclusive license of Kenwood's right, title, and interest in inventions B, C, and D subject only to the reservation by Kenwood of the rights to make, use, sell, and otherwise exploit Inventions B and D, except as they make use of Invention C. NDR has or will have exclusively licensed all of its right, title, and interest in Inventions B, C, and D to NDT.

1.04 Therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kenwood, NDR, Lazarev, Hang, and Miyazawa agree to the terms set forth below.

II. PATENT ASSIGNMENT

2.01 Lazarev, Hang, and Miyazawa hereby sell, assign, and transfer unto each of Kenwood and NDR, in equal proportion, as assignees, and the successors, assigns, and legal representatives of Kenwood and NDR, the entire right, title, and interest of Lazarev, Hang, and Miyazawa in and to the invention entitled "Optical Pickup and Servo Control System for Digital Data Storage" including all right, title, and interest in U.S. Application Serial No. 09/439,880, PCT International Application No. PCT/US 99/26856, and Taiwanese Application Filing Number 88119895, and all Letters Patent that may be obtained for that invention in all countries including any continuation, division, renewal, or substitute thereof, and as to any reissue or re-examination thereof.

2.02 Lazarev, Hang, and Miyazawa hereby request that any and all Letters Patent for the invention assigned in Section 2.01 of this Agreement be issued to Kenwood and NDR, their successors, assigns, and legal representatives, or to such nominees as they may designate.

2.03 Lazarev, Hang, and Miyazawa each hereby agree that, when requested, he will, without charge to Kenwood or NDR, sign all papers, take all rightful oaths, and do all acts that may be necessary, desirable or convenient for securing and maintaining patents for the invention in any and all countries and for vesting title thereto in Kenwood and NDR, their successors, assigns, and legal representatives or nominees.

2.04 Lazarev, Hang, and Miyazawa hereby authorize and empower Kenwood and NDR, their successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the invention, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from them.

2.05 Lazarev, Hang, and Miyazawa hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Kenwood and NDR or any nominee of Kenwood and NDR to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it

2.06 Lazarev, Hang, and Miyazawa hereby covenant with Kenwood and NDR, their successors, assigns, legal representatives, and nominees that the rights and property herein conveyed are free and clear of any encumbrance, and that they each have full right to convey the same as herein expressed.

III. PATENT LICENSE

3.01 Subject only to the exceptions and reservations set forth in Section 3.02 of this Agreement, Kenwood hereby grants NDR and NDR hereby accepts an exclusive, royalty-free license to all of Kenwood's right, title, and interest in and to the invention entitled "Optical Pickup and Servo Control System for Digital Data Storage" as it is defined by the claims of U.S. Application Serial No. 09/439,880, PCT International Application No. PCT/US 99/26856, and Taiwanese Application Filing Number 88119895, and all Letters Patent that may be obtained for that invention in all countries including any continuation, division, renewal, or substitute thereof, and as to any reissue or re-examination thereof

for the entire life of any such Letters Patent.

3.02 Notwithstanding the exclusive grant set forth in Section 3.01 of this Agreement, Kenwood nonetheless reserves the royalty-free right to make, use, and sell devices embodying the inventions described above as Inventions B and D, PROVIDED, HOWEVER, that such device does not take advantage of the inventions described above as Invention A or Invention C.

3.03 Kenwood expressly acknowledges and agrees that it gains no rights under this Agreement to make, use, or sell the invention described above as Invention A.

3.04 Kenwood also expressly acknowledges and agrees that the making, using, and/or selling of any devices embodying the inventions described above as Inventions A and C will be governed by the provisions of the Research and Development Agreement between Kenwood and NDT, particularly Section 2 thereof.

3.05 Kenwood hereby nominates NDR and its legal representatives, nominees, and assigns to take all actions and to sign all documents necessary to carry forth the terms of this Agreement.

IV. MISCELLANEOUS

4.01 **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

4.02 **Amendment.** This Agreement may be amended, modified, or supplemented only by a written instrument specifically referring to this Agreement that is signed by duly authorized officers of each affected Party.

4.03 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts and the United States of America.

4.04 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original instrument but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

Kenwood Corporation

By: [Signature]

Title: Deputy General Manager
Intellectual Property Dept.

New Dimension Research & Instrument, Inc.

By: [Signature]

Title: CEO & Chairman

[Signature]

Victor Lazarev

[Signature]

ZhiJiang Hang

12/1/99

[Signature]

Hiroshi Miyazawa