

09-26-2000



VER SHEET

To: Honorable Commissioner c

101472280

9-18-00

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

1. Name of conveying party(ies)

- a) David C. Lee
- b) Yi Ling
- c) Yung-Cheng Lo
- d) Steve W. McLaughlin

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: August 29, 2000

4. Application Number(s) or Patent Number(s): 09/588,101

The title of the (new) application is:

METHOD FOR PROVIDING IMPROVED EQUALIZATION FOR THE READING OF MARKS ON OPTICAL DATA-STORAGE MEDIA

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)

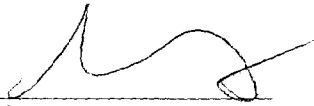
6. Total number of applications and patents involved: 1

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. CALMP022).

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: September 11, 2000

  
\_\_\_\_\_  
Lee Van Pelt  
Registration No. 38,352

Attorney Docket No. CALMP022

(Revised 01-96)

09/26/2000 DNGUYEN 00000233 09588101

01 FC:581

40.00 DP

PATENT  
REEL: 011099 FRAME: 0039

# 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 FOR PROVIDING IMPROVED EQUALIZATION FOR THE READING OF MARKS ON OPTICAL DATA-STORAGE MEDIA

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 June 1, 2000, and which bears the Application No. 09/588,101.

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: <u>David Lee</u>     | Date: <u>8/23/2000</u> |
|    | Typed Name: David C. Lee        |                        |
| 2) | Signature: <u>[Signature]</u>   | Date: <u>8/28/2000</u> |
|    | Typed Name: Yi Ling             |                        |
| 3) | Signature: <u>[Signature]</u>   | Date: <u>8/28/00</u>   |
|    | Typed Name: Yung-Cheng Lo       |                        |
| 4) | Signature: _____                | Date: _____            |
|    | Typed Name: Steve W. McLaughlin |                        |

**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 FOR PROVIDING IMPROVED EQUALIZATION FOR THE READING OF MARKS ON OPTICAL DATA-STORAGE MEDIA**

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 June 1, 2000, and which bears the Application No. 09/588,101.

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: <u>David Lee</u>           | Date: <u>8/23/2000</u> |
|    | Typed Name: David C. Lee              |                        |
| 2) | Signature: _____                      | Date: _____            |
|    | Typed Name: Yi Ling                   |                        |
| 3) | Signature: <u>Yung-Cheng Lo</u>       | Date: <u>8/25/00</u>   |
|    | Typed Name: Yung-Cheng Lo             |                        |
| 4) | Signature: <u>Steve W. McLaughlin</u> | Date: <u>8/29/00</u>   |
|    | Typed Name: Steve W. McLaughlin       |                        |

Atty Dkt. No. CALMP022

RECORDED: 09/18/2000

**PATENT**  
REEL: 011099 FRAME: 0041