

12-18-2000

Atty. Reference No.: BRNP-002

u.s. 12.18.00



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To the Honorable Commissioner of Patents a.

uments or copy thereof.

1. Name of conveying party(ies):

Clifford R. High

Additional names of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: June 5, 2000

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

Name: Brainspeed, Inc.

Internal Address: _____

Street Address: 4305 Biscay Street, N.W.

City: Olympia State: Washington Zip: 98502

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: N/A

A. Patent Application No.(s)

B. Patent No. (s): 5,873,109

Additional numbers attached? Yes No

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

Name: Erin Dugan, Paralegal

Internal Address: Ropes & Gray

Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) \$40.00

Enclosed

Deposit Account No.: 18-1945 (a duplicate of this transmittal is enclosed for accounting purposes.)

8. Authorization to charge additional fees:

Yes No

DO NOT USE THIS SPACE

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.

Edward G. Black
Name of Person Signing

Signature

12/18/00
Date

Total number of pages including cover sheet, attachments and document: [4]

12/20/2000 DNGUYEN 00000052 181945 5873109

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ASSIGNMENT

WHEREAS, **Clifford R. High**, an individual with an address at 4305 Biscay Street, N.W., Olympia, Washington 98502, ("Assignor") owns all rights, title, and interest in the patents and applications for patents listed on Exhibit A (the "Inventions"), having full right to convey his entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, **Brainspeed, Inc.**, a Delaware corporation with its principal place of business located at 57 East Concord St., No. 7, Boston , MA 02118 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, its entire right, title and interest throughout the world in and to; (i) said Inventions, and any form or embodiment thereof; (ii) all contracts, licenses, assignments and agreements of any kind or nature arising from or relating to such Inventions, including, without limitation all agreements with any inventor who has contributed to the Inventions; (iii) all proprietary rights pertaining to the Inventions including, without limitation, all rights arising from or relating to copyright, patent, trade secret, data and any rights arising under any laws now or hereinafter enacted relating to data protection, and all other proprietary rights of any kind or nature, now existing or hereafter created, however denominated, throughout the world; (iv) all claims and causes of action arising from or relating to the Inventions, including, without limitation, any and all claims or causes of action arising from or relating to the above described contracts and proprietary rights; (v) any application filed in any foreign country based on the Invention, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; and (vi) the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said Inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said Inventions in this or any foreign country. The undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to assign, deliver and communicate to said Assignee, its representatives or agents or its successors and assigns, any know-how, facts, and materials arising from or relating to said Inventions including without limitation: (i) all simulations, prototypes, and other embodiments of the Inventions; (ii) all drawings, blueprints, calculations, research plans and results, lab notes, workbooks, and other records and written materials that relate to the Inventions or the Application or that embody or record any know-how pertaining

to the Inventions; (iii) all files, documents and communications pertaining to the Application, including, without limitation, all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Application; and (iv) evidence for interference purposes or for other legal proceedings whenever requested. The undersigned further agrees to testify in any interference or other legal proceedings, whenever requested, to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals on the date after their signatures.

“ASSIGNOR”

print name: Clifford R. High

(sign) Clifford R High

date: June 5 2000

State of Washington)
County of)

On this the 5th day of June, 2000 before me personally appeared CLIFF HIGH to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

[Signature]
Notary Public

My commission expires 1/31/2003

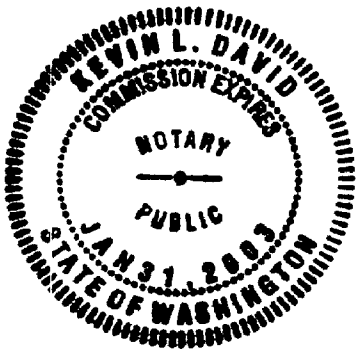


EXHIBIT A

U.S. Patent No. 5,873,109, issue date February 16, 1999