

01-16-2001

09/742,179 PATENT ONLY

DEPARTMENT OF COMMERCE
Patent and Trademark Office

VER SHEET

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

David W. Sherrer
James C. Hurst, Jr.

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

☐ YES ☒ NO

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 12/11/2000, 12/12/2000

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

Name: ACT MicroDevices Inc.

Internal Address: _____

Street Address: 7586 Peppers Ferry Loop

City: State: ZIP: Radford, VA 24141

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: 12/20/2000

A. Patent Application Number(s)

B. Patent Number(s)

Additional number(s) attached? ☐ YES ☒ NO

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

Name: Dan Steinberg

Internal Address:

Street Address: 7586 Peppers Ferry Loop

City: State: ZIP: Radford, VA 24141

6. Total number of applications and patents involved: 1

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



Enclosed - Check #2374



Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Dan A. Steinberg

Signature

Date

Dec 20, 2000

Registration. No. 45,129

Total number of pages including cover sheet, attachments, and document: 2

CASE: ACT 114/CIP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

12/28/2000 MWOLDER1 00000034 09742179

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40.00 DP

USPTO Form 1595

PATENT
REEL: 011413 FRAME: 0175

ASSIGNMENT

THIS ASSIGNMENT, by

DAVID W. SHERRER AND JAMES C. HURST, JR.

(hereinafter referred to as the Assignors), residing at **Blacksburg, VA, and Wytheville, VA**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

Fiber Array With Wick-Stop Trench For Improved Fiber Positioning

for which application for Letters Patent has been executed on 1-4/11/00 + 12/12/00 and is attached hereto

WHEREAS,

ACT MicroDevices, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **VIRGINIA**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Invention Assignment Agreement."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.

3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 12/12/00 [Signature]
Inventor
State: Virginia County: Montgomery
Subscribed and sworn to before me on this 12th day of December, 2000
Charles Williams
Notary Public

Date: Dec. 11, 2000 [Signature]
Inventor
State: Virginia County: Montgomery
Subscribed and sworn to before me on this 11th day of December, 2000
Charles Williams
Notary Public