

01-16-2001

ATTORNEY DOCKET NO. 68483

FORM PTO-1595

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HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 6-93)

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

MRD
12.27.00

101582155

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

1. Name of conveying party(ies):

Ikuo Jimmy Sanwo
Mahyer Nejat
Jean-Robert Clerge

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Sony Corporation and Sony Electronics Inc.

Internal Address: _____

Street Address: 1 Sony Drive

City: Parkridge State: NJ ZIP: 07656

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Employment Agreement

Execution Date: 12/21/00; 7/22/98

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: 12/21/00

A. Patent Application No.(s)

B. Patent No.(s)

09749704

Additional numbers attached? Yes No

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

Name: FITCH, EVEN, TABIN & FLANNERY

Internal Address: _____

Street Address: 120 S. LaSalle Street, Suite 1600

City: Chicago State: IL ZIP: 60603-3406

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 should no proper payment be enclosed.

8. Deposit Account No.

06-1135

DO NOT USE THIS SPACE

01/16/2001 RANMED1 00000043 09749704

FC:581 40.00 DP

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.

Richard E. Wawrzyniak, Reg. No. 36,048
Name of Person Signing

[Handwritten Signature]
Signature

12/27/00
Date

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

ASSIGNMENT

WHEREAS, We, as a below named inventors, residing at the addresses stated next to our names, are a sole inventor (if only one name is listed below) or joint inventors (if plural names are listed below) of certain new and useful improvements in OPEN DRAIN DRIVER HAVING ENHANCED IMMUNITY TO I/O GROUND NOISE for which application for Letters Patent of the United States of America was executed by us on the date indicated next to our names and address;

AND WHEREAS, Sony Corporation, a Japanese corporation with offices at 7-35 Kitashinagawa 6-Chome, Shinagawa-Ku, Tokyo, Japan and Sony Electronics Inc. a Delaware corporation with offices at 1 Sony Drive, Park Ridge, New Jersey 07656 (hereinafter referenced as ASSIGNEES) is desirous of acquiring all interest in, to and under said invention, said application disclosing the invention and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, as a sole or joint inventor as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEES, its successors, assigns, and legal representatives, the entire right, title and interest in the said invention, said application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEES, as the assignees of the whole right, title and interest thereto;

And we further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEES or its designee, as ASSIGNEES or its successors, assigns and legal representatives may from time-to-time present to us and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

And we further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEES thereof shall hereafter require and prepare at its own expense;

And we further agree that ASSIGNEES will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto;

And we hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

And we hereby authorize and request my attorney(s) of record in this application to insert the execution date, serial number and filing date of this application in the spaces that follow: Serial Number: _____, Filing Date: _____.

This assignment executed on the dates indicated below.

Ikwo Jimmy Sanwo
Name of first inventor

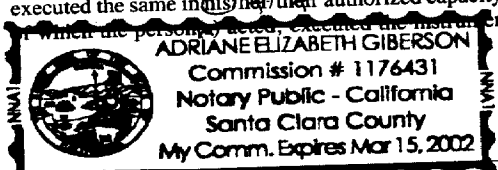
708 Salet Place, San Marcos, California 92069
Residence of first or sole inventor

Ikwo Jimmy Sanwo
Signature of first or sole inventor

12/21/00
Date of signature

STATE OF California
COUNTY OF San Diego ss.

On this 21st day of December, in the year of 2000, before me, Adriane Elizabeth Giberson, the undersigned notary public, personally appeared the above-named assignor, Ikwo Jimmy Sanwo, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf



Adriane Elizabeth Giberson
Signature of Notary Public

Assignment
Page 2

Mahyar Nejat
Name of second inventor

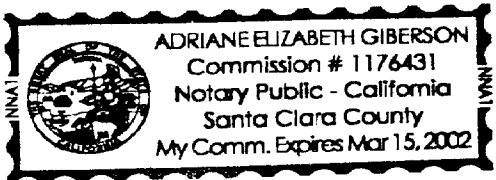
1505 Beryl Street, San Diego, CA 92109
Residence of second inventor

[Signature] Signature of second inventor
12/21/00 Date of signature

STATE OF California)
COUNTY OF San Diego) ss.

On this 21st day of December, in the year of 2000, before me, Adriane Elizabeth Giberson, the undersigned notary public, personally appeared the above-named assignor, Mahyar Nejat, ~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
Signature of Notary Public



Jean-Robert Clerge
Name of third inventor

1333 E. Grand Avenue, #C206, Escondido, CA 92027
Residence of third inventor

Signature of third inventor

Date of signature

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, in the year of _____, before me, _____, the undersigned notary public, personally appeared the above-named assignor, _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature of Notary Public

CLERGE

JEAN-ROBERT

JRC
Initial

Employee's Last Name (Print or Type)

First Name

(To be made out in duplicate. The original of the agreement should be carefully signed, dated and witnessed in ink so that clear imprints of the signatures appear on the carbon copy. The original of the agreement should be placed in the employee's personnel folder; a copy should be given to the employee who signed the agreement.)
TO: SONY ELECTRONICS INC.

In consideration of my employment or continued employment in any capacity with SONY (as hereinafter defined), the salary, wages or benefits paid for my services in the course of such employment, and the use of the facilities and experience of SONY and the opportunity given by SONY to me to acquire Confidential Information (as hereinafter defined) relating to the business of SONY, I voluntarily agree as follows:

- For the purposes of this Agreement, the following words shall have the following meanings:
 - "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and affiliates, or their successors or predecessors;
 - "Confidential Information" shall mean information (1) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with SONY, intended to include trade secrets and proprietary information;
 - "Inventions" shall mean any new or useful art, discovery, contribution, finding, or improvement whether or not patentable, and all related know-how;
 - "Copyright Works" shall mean materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio-visual works;
 - "Mask Works" shall mean a series of related images, however fixed or encoded, having or representing a predetermined, three dimensional pattern of metallic, insulating or semiconductor material present or removed from the layers of a semiconductor chip product; and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product; and
 - "Moral Rights" shall mean and include the following: The right of an author to be known as the author of a work; to prevent others from being named as the author of an author's work; to withdraw a published work from distribution if it no longer represents the views of the author; and to prevent others from making deforming changes in name in such a way as to reflect on his/her professional standing.

2. I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all Inventions, ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyrightable Works and all Mask Works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which: (a) relate or correspond to the actual or anticipated business, research and development or investigations of SONY which at the time of conception are within the scope of my employment, or which relate or correspond to any other actual or anticipated business, research and development or investigations of SONY which I become aware of as a result of my employment, or done or may do for or on behalf of SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY or while I was using or receiving the benefit of any resources of SONY.

3. I further agree to execute at any time, during or after my employment, an assignment for each such Invention, Confidential Information, Copyright Work or Mask Work as SONY may request and on such forms as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing of any and all lawful papers, taking all lawful oaths, and doing all lawful acts, including giving testimony, without reimbursement other than my normal compensation as an employee of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect for the benefit of SONY, at the expense of SONY all patents, copyrights, mask works or other proprietary rights for Inventions, Copyright Works or Mask Works in any and all countries, regardless of whether I personally believe such rights to be protectable under law.

Notwithstanding the foregoing, SONY shall have no right or ownership in an invention, and no assignment to SONY in accordance with this paragraph is required, if it is determined that such invention is: an invention for which no equipment, supplies, facility, or trade secret information of SONY was used and which was developed entirely on my own time, and (e) which does not relate (1) to the business of SONY or (2) to SONY's actual or demonstrably anticipated research or development or (b) which does not result from any work performed by me for SONY. In no case does this agreement apply to any inventions which are the subject of Section 2870 of the California Labor Code.

4a. Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others within the scope of my employment with SONY, shall be deemed a "work made for hire" under the copyright laws of the United States and shall be owned by SONY. I understand that any assignment or release of such works can only be made by SONY. I will do everything reasonably necessary to enable SONY or its nominee to protect its rights in such works.

4b. With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire", I hereby waive any Moral Rights which I may have therein respect to Sony's use(s) thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with Sony, a waiver of Moral Rights for each such Copyright Work and "work made for hire" as Sony may request and on such form(s) as Sony may provide.

5. I will keep and maintain adequate and current written records of all Inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, reports or other documents relating thereto, in both hard copy or electronic form, which records shall be and shall remain the exclusive property of SONY and shall at all times be available to SONY and promptly upon demand delivered to SONY.

6. I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any Inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied and/or removed from the premises of SONY, except in pursuit of the business of SONY, and shall be delivered to SONY, without retaining any copies, upon the termination of my employment or at any time as requested by SONY.

7. I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to: business plans, customer lists, drawings, computer programs received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes matters that I conceive or develop as well as matters I learn from other employees of SONY. I will not, except as SONY may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, or publish any Confidential Information or proprietary information of SONY, or authorize anyone else to do these things, at any time, either during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive after termination of my employment.

8. I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I may have acquired because of employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.

9. I will notify SONY in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of SONY which appears to threaten or conflict with: (1) rights I claim in any invention or idea, (a) conceived by me or others prior to my employment by SONY, or (b) otherwise outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by me, (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement.

In the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.

10. I recognize that ideas, inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such ideas, inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.

11. I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or am otherwise permitted by the U.S. Department of Commerce Export Regulations, re-export or otherwise disclose, directly or indirectly, any technology or software received from Sony, nor allow the direct product hereof to be shipped directly or indirectly, to any of the countries proscribed under Part 779.4 (a) and (f) of the U.S. Department of Commerce Export Regulations.

12. If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of his Agreement shall remain in full force and effect.

13. At the end of this Agreement I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works including a brief description thereof (without revealing any confidential or proprietary information of any other party) which I made or conceived prior to my employment with SONY and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions from this Agreement, I have so indicated by writing "NONE" below in my own handwriting.

14. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of agreements or obligations to which I am presently a party which may be in conflict with any obligations undertaken by this Agreement. If there are no such agreements or obligations, I have indicated so by writing "NONE" below in my own handwriting.

15. This Agreement survives my employment by SONY. It is not an employment contract and is not in any way intended to restrict my right or the right of SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an "employment at will" relationship. In addition, this Agreement is binding upon my heirs, executors, administrators or other legal representatives. Upon termination of my employment with SONY, I shall, if requested by SONY, reaffirm in writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.

16. This Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or understandings entered into with respect to the matters covered herein.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of California.

18. I agree that this Agreement may not on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at San Diego, CALIFORNIA, this 22nd day of July, 19 98

Employee's Signature Jean Robert Employee's Social Security Number 152 86 7736

Home Address 1333 East Grand Ave # C206 City, State, Zip Escondido CA 92027

Accepted for Sony Electronics Inc. this _____ day of _____, 19____. This Agreement becomes binding upon acceptance by Sony however this Agreement may not be changed or modified, or released, discharged, abandoned, or otherwise terminated in whole or in part, including any agreements or obligations listed below, except by an instrument in writing signed by an officer or otherwise authorized executive of Sony.

Per Paragraph 13, the following is a list of all inventions, if any, patented or unpatented, Copyright Works or Master Works, including a brief description thereof (without revealing any confidential or propriety information of any other party). Write "NONE" below if there are none

NONE

Per Paragraph 14, the following are the only agreements or obligations to which I presently am a party which may be in conflict with the obligations undertaken above. Write "NONE" if there are none

Witness Signature NONE Title Human Resources

HRN REV. 5/96 MASTER PERSONNEL FILE - WHITE COPY EMPLOYEE - YELLOW COPY

RECORDED: 12/27/2000

PATENT REEL: 011421 FRAME: 0720