

04-02-2001



Practitioner's Docket No. 5

101654762

PATENT

Box Patent Application
Assistant Commissioner for Patents
Washington, D.C. 20231

COVER SHEET FOR ASSIGNMENT (DOCUMENT) ACCOMPANYING
NEW PATENT APPLICATION (37 CFR 3.31)

11046 U.S. PTO
09/812115
03/14/01

IDENTIFICATION OF APPLICATION

(37 CFR 3.21 and 37 CFR 3.31(a)(4))

09/812115

1. The [X] patent application [] provisional patent application filed herewith and, to which the attached assignment (document) refers, is identified as follows:

a. Type of application

[X] Application of patent (37 C.F.R. 1.53(b))

[] Continued prosecution (nonprovisional) application (37 C.F.R. 1.53(d))

[] Provisional application (37 C.F.R. 1.51(c))

[] International application (37 C.F.R. 1.431)

b. Date of execution: March 14, 2001

NOTE: Leave this blank if assignment is for a provisional application.

c. Name of each inventor:

1: Philip M. SADLER

CERTIFICATION UNDER 37 C.F.R. 1.10*

(Express Mail label number is **mandatory**.)

(Express Mail certification is optional.)

I hereby certify that this "Cover Sheet for Assignment (Document) Accompanying New Patent Application" and the documents referred to as attached therein are being deposited with the United States Postal Service on this date March 14, 2001, in an envelope as "Express Mail Post Office to Addressee," mailing Label Number EL 050464426 US, addressed to the: Assistant Commissioner for Patents, Washington, D.C. 20231.

03/22/2001 TGEDAMU1 00000024 09812115

03 FC:581

40.00 OP

Norah C. Sullivan

Signature of person mailing paper

WARNING: Certificate of mailing (first class) or facsimile transmission procedures of 37 C.F.R. 1.8 cannot be used to obtain a date of mailing or transmission for this correspondence.

***WARNING:** Each paper or fee filed by "Express Mail" **must** have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. 1.10(b).
"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will **not** be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

(Cover Sheet for Assignment Accompanying New Patent Application—page 1 of 4)

PATENT
REEL: 011632 FRAME: 0779

MRD 03-14-01

d. Title of invention: SUNSPOTTER SOLAR TELESCOPE

NOTE: 37 C.F.R. § 3.21 states: "If an assignment of a patent application filed under § 1.53(b) is executed concurrently with, or subsequent to, the execution of the patent application, but before the patent application is filed, it must identify the patent application by its date of execution, name of each inventor, and title of the invention so that there can be no mistake as to the patent application intended. If an assignment of a provisional application under 1.53(c) is executed before the provisional application is filed, it must identify the provisional application by name of each inventor and title of the invention so that there can be no mistake as to the provisional application intended."

NAME OF PARTY(IES) CONVEYING INTEREST (37 CFR 3.31(a)(1))

2. The party(ies) conveying this interest is (are):

Name 1: Philip M. SADLER

NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST

(37 CFR 3.31(a)(2))

3. The rights are being conveyed to:

Name: LEARNING TECHNOLOGIES, INC.

Address: 40 Cameron Avenue
Cambridge, MA 02138 U.S.A.

DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED

(37 CFR 3.31 (a)(3))

4. The accompanying document intends to accomplish:

- ☒ an assignment.
- ☐ a security agreement.
- ☐ a license.
- ☐ a merger.
- ☐ a change of name.
- ☐ a change of address.
- ☐ other.

NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE

SHOULD BE MAILED (37 CFR 3.31(a)(5))

5. Please address correspondence to:

Name: David G. Conlin, Esq.
Address: EDWARDS & ANGELL, LLP
Dike Bronstein Roberts & Cushman
Intellectual Property Practice Group
130 Water Street
Boston, Ma 02109
(617) 523-3400

(Cover Sheet for Assignment Accompanying New Patent Application—page 2 of 4)

DATE ASSIGNMENT (DOCUMENT) EXECUTED (37 CFR 3.31(a)(7))

6. The attached assignment (document) was executed on January 29, 2001.
Date

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

NOTE: "The Office will accept and record non-English language documents only if accompanied by an English translation signed by the individual making the translation." 37 CFR 3.26.

7. The attached document:
- ☒ is in the English language.
 - ☐ is not in the English language. An English translation signed by the individual making the translation and statement as to its accuracy is attached.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

NOTE: "Either the original document or a true copy of the original document may be submitted for recording. Only one side of each page shall be used. The paper used should be flexible, strong, white, non-shiny, durable, and preferably no larger than 21.6 x 33.1 cm. (8½ x 14 inches) with a 2.5 cm. (one-inch) margin on all sides." 37 CFR 3.24.

8. Submitted herewith is:
- ☒ the original document.
 - ☐ a true copy of the original document.

NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 C.F.R. § 3.24] by providing a true copy of the original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.

**NUMBER OF APPLICATIONS IDENTIFIED IN THIS COVER SHEET
AND THE FEE**

NOTE: "All requests to record documents must be accompanied by the appropriate fee. Except as provided in paragraph (b) of this section, a fee is required for each application or patent against which the document is recorded as identified in the cover sheet. The recording fee is set in § 1.21(h). . . ." 37 CFR 3.41.

9. A. This cover sheet identifies only one application.
B. The fee for recordal (37 CFR 1.21(h)) is \$40.00.
☒ Attached is a check for \$40.00.
☐ Please charge Account \$40.00.
A duplicate of this cover sheet is attached.

(Cover Sheet for Assignment Accompanying New Patent Application—page 3 of 4)

**STATEMENT (37 CFR 3.31(a)(9))
AND SIGNATURE (37 CFR 3.31(a)(10))**

10. 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:

Name of party submitting document

Signature of party submitting document

(Complete the following, if the party submitting the document is applicant's attorney)

Reg. No. 27,026



Signature of Practitioner

Tel. No.: (617) 523-3400

David G. Conlin
(type or print name of practitioner)

EDWARDS & ANGELL, LLP
Dike, Bronstein, Roberts & Cushman
Intellectual Property Practice Group
130 Water Street
Boston, MA 02109

March 14, 2001

TOTAL NUMBER OF PAGES BEING SUBMITTED

11. The total number of pages being submitted, **including cover sheet, attachment(s), and document(s)** are:

6
Total number of pages submitted

ASSIGNMENT

WHEREAS, the following inventor(s): Philip M. Sadler (hereinafter designated as the undersigned) residing at 10 Carver Street, Cambridge MA 02138, U.S.A. has (have) invented certain new and useful improvements in SUNSPOTTER SOLAR TELESCOPE, for which application for Letters Patent of the United States has been filed herewith; and

WHEREAS, LEARNING TECHNOLOGIES, INC., a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having a regular and established place of business at 40 Cameron Avenue, Cambridge MA 02138, U.S.A., its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and to any Letters Patent(s) that may be granted therefor in the United States of America;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to the undersigned, the receipt of which is hereby acknowledged, the undersigned has (have) sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America and its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America and its territories, dependencies and possessions, and in and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to furnish all pertinent facts and documents relating to said application, said invention and said patent(s) as may be known and accessible to the undersigned, and will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to Assignee any and all papers, instruments or affidavits necessary or desirable to apply for, obtain, maintain or enforce said application or said patent(s) in connection with any interference which may be declared, and any litigation concerning this application or any continuation, division or reissue thereof or Patent(s) or reissue patent(s) issued thereon, and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.