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PATENT

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FORM PTO-1595 3-21-01		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. Department of Commerce Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:					
1. Name and address of conveying party(ies): Name: <u>Timothy S. Milliron</u> Address: <u>1417 Kains Avenue</u> <u>Berkeley, CA 94702</u> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other: Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: <u>Pixar Animation Studios</u> Address: <u>1001 West Cutting Blvd.</u> <u>Richmond, CA 94804-2028</u> Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
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: Execution Date: <u>September 6, 2000</u>					
4. Application Number(s) or Patent Number(s) <u>09/563,660</u> If this document is being filed together with a new application, the execution date of the application is:					
A. Patent Application Number(s): <u>09/563,660</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Patent Number(s): _____ Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: <u>Darren E. Donnelly</u> Address: <u>McCutchen, Doyle, Brown & Enersen</u> <u>Three Embarcadero Center</u> <u>San Francisco, California 94111</u>			6. Total number of applications and patents involved: <u>One (1)</u> 7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment): <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account No. <u>50-1189</u> . <input checked="" type="checkbox"/> The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to Deposit Account No. <u>50-1189</u> .		
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. <u>Darren E. Donnelly</u> <u>44,093</u> <u>[Signature]</u> <u>16 March 2001</u> Name Registration Number Signature Date Total number of pages including cover sheet, attachments and document: <u>Three (3)</u>					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231					

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, inventor:

Timothy S. Milliron

Who has created a certain invention for which an application for United States Letters Patent entitled **METHOD, APPARATUS, AND COMPUTER PROGRAM PRODUCT FOR GEOMETRIC WARPS AND DEFORMATION** has been executed and

- ☐ is filed herewith;
- ☒ was filed in the U.S. Patent and Trademark Office on May 2, 2000 and assigned Serial Number 09/563,660;

Do hereby sell, assign and transfer to **Pixar Animation Studios**, a California corporation, having a place of business at 1001 West Cutting Boulevard, Richmond, CA 94804-2028, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

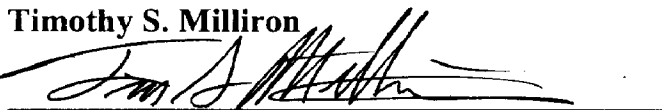
Agree that **Pixar Animation Studios**, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives;

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications;

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same has herein expressed is possessed by the undersigned.

IN THE TESTIMONY WHEREOF I have hereunto set my signature on the date indicated below.

Timothy S. Milliron



Date: SEPT. 6, 2000

STATE OF CALIFORNIA

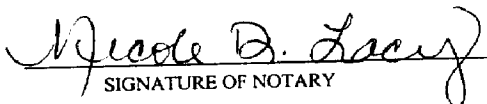
COUNTY OF Contra Costa

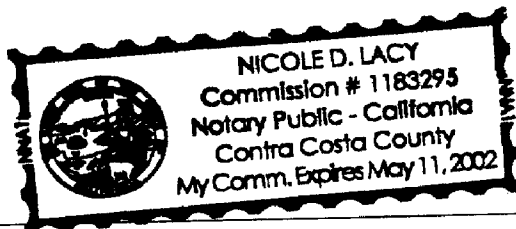
On Sept 6, 2000 before me, Nicole D Lacy, Notary Public,

Notary Public, personally appeared Timothy S. Milliron

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

Witness my hand and official seal.


SIGNATURE OF NOTARY



OPTIONAL SECTION

CAPACITY CLAIMED BY
SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☒ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS

REPRESENTING:

Name of Person(s) or Entity(ies)

himself