

06-28-2001

D/H  
U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of

attached original documents or copy thereof

1. Name of conveying parties: Robert

and address of receiving party:

Execution Date: June 19, 2001

101763360  
6/19/01

R&DM Foundation, Inc.  
Street Address: 10707 Pinehurst Drive  
City: Austin State: TX Zip: 78747

Additional names of conveying Parties attached?  Yes  No

Additional Names & Addresses attached?  Yes  No

3. Nature of conveyance;

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: See Above

1986 U.S. PTO  
09/884459  
06/19/01

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:

For: COMPUTER BACKPLANE EMPLOYING FREE SPACE OPTICAL INTERCONNECT

A. Patent Application No.: Unassigned; Filed: herewith

B. Patent No.(s)

09/884459

Additional Numbers attached?  Yes  No

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

Name: LAW OFFICE OF KENNETH C. BROOKS  
KENNETH C. BROOKS  
Street Address: P.O. Box 10417  
City: Austin State: Texas Zip Code: 78766-1417

6. Total number of applications and patent involved: 1

7. Total Fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 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 any attached copy is a true copy of the original document.

Kenneth C. Brooks Reg. No. 38,393

Name of Person Signing

*Kenneth C. Brooks*  
Signature

June 19, 2001

Date

10. Total number of pages comprising cover sheet, attachments, and document: 3

Mail documents to be recorded with the required cover sheet information to:

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

157217601 01041 00000152 09884459

157217601

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**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Address of Inventor:

1)	Robert Mays, Jr. 10707 Pinehurst Drive Austin, Texas 78747
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(hereinafter referred to as Assignor), have invented a certain invention entitled:

**COMPUTER BACKPLANE EMPLOYING FREE SPACE OPTICAL INTERCONNECT**

for which application for Letters Patent in the United States is filed herewith, and

WHEREAS, R&DM Foundation, Inc., a Texas non-profit corporation, having a place of business at 10707 Pinehurst Drive, Austin, TX 78747 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application for Letters Patent (hereinafter referred to as the Application), and the invention disclosed therein (hereinafter referred to as the Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignor, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as the Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignor hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

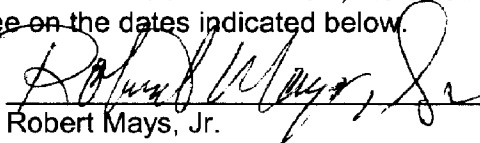
2. Said Assignor hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, their respective heirs, legal representatives and assigns.

4. Said Assignor hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor hereby authorize and request the attorneys of record to insert, where indicated above, the application number and filing date of said application when known.

IN WITNESS WHEREOF, the said Assignor have executed and delivered this instrument to said Assignee on the dates indicated below.

  
\_\_\_\_\_  
Robert Mays, Jr.

June 19, 2001  
\_\_\_\_\_  
Date