

07-11-2001

Substitute Form PTO-1595
Attorney Docket No.: 12440-004002

RECC



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11017 U.S. PTO
09/894021
06/27/01

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Steven Nasiri, James H. Smith, David Lambe Marx and Mitchell Joseph Novack Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): TRANSPARENT OPTICAL, INC. 469 El Camino Real Santa Clara, CA 95050 Additional names/addresses 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: 06/14/2001 and 06/18/2001	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): 09/894021 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Patent No(s):	
5. Name/address of party to whom correspondence concerning document should be mailed: JOHN F. HORVATH Fish & Richardson P.C. 2200 Sand Hill Road, Suite 100 Menlo Park, CA 94025	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i> John F. Horvath Reg. No. 47,663 Name of Person Signing Signature June 27, 2001 Date	
Total number of pages including coversheet, attachments and document: 11	

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07/10/2001 LMUELLER 00000144 09894021

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DATE OF DEPOSIT: June 27, 2001
EXPRESS MAIL NO.: EL631195816USPATENT
REEL: 011949 FRAME: 0917

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS, Steven Nasiri; James H. Smith; David Lambe Marx and Mitchell Joseph Novack hereby sell, assign, and transfer to Transparent Optical, Inc., a California Corporation having offices located at 469 El Camino Real, Santa Clara, California 95050, and its successors, assigns and legal representatives (collectively, "ASSIGNEE") all of the right, title and interest of ASSIGNORS throughout the world in and to any and all inventions and improvements which are the subject of a patent document entitled

MICROELECTROMECHANICAL MIRROR AND MIRROR ARRAY

and which is found in

- (a) X U.S. patent application executed on June 7 and 14, 2001, entitled as above, listing the above named persons as inventors.
- (b) U.S. patent application filed on _____
[☐] under Application No. _____.
[☐] with Express Mail No. _____ (Application Number not yet known).
- (c) U.S. Patent No.: _____, issued _____.

An attorney of record, or the attorney filing the application, is authorized and requested by the execution of this assignment to insert into this assignment the execution date of the application and/or the filing date and serial number of the application when officially known.

This assignment includes the foregoing patent application or patent; all legal equivalents thereof in any foreign country and all patents issuing therefrom; all United States and foreign patents, utility models, and design registrations granted for any of said inventions and improvements; and the right to claim priority based on the filing date of the foregoing patent application or patent under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes. ASSIGNORS authorize ASSIGNEE to apply in all countries in the names of ASSIGNORS or in the name of ASSIGNEE for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment.

ASSIGNORS further covenant for themselves and their respective heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE all pertinent facts and documents relating to said invention and said patents and legal equivalents as may be known and accessible to ASSIGNORS and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS requests the Commissioner of Patents and Trademarks to issue said patents of the United States and any reissue or extension thereof to the ASSIGNEE.

Executed this

Signature of Inventor

14 day of Jan, 2001

Steven Nasiri
Steven Nasiri

STATE OF California)
County of Santa Clara) ss.

On June 14, 2001, before me, Hema Kamdar, a Notary Public for the State of California, personally appeared Steven Nasiri, personally 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~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

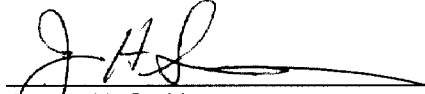
Witness my hand and official seal Hema Kamdar



Executed this

Signature of Inventor

14th day of June, 2001


James H. Smith

STATE OF California)
County of Santa Clara) ss.

On June 14, 2001 before me, Hema Kamdar, a Notary Public for the State of California, personally appeared James H. Smith, personally 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~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Hema Kamdar



Executed this

Signature of Inventor

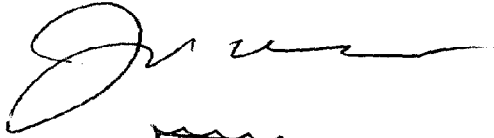
18 day of June, 2001

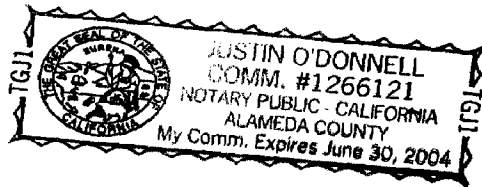

David Lambe Marx

STATE OF California)
County of Alameda) ss.

On June 18th 2001, before me, Justin O'Donnell, a Notary Public for the State of California, personally appeared David Lambe Marx, personally 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~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal





Executed this

Signature of Inventor

_____ day of _____, 2001

Mitchell Joseph Novack

STATE OF _____)
County of _____) ss.

On _____, before me, _____, a Notary Public for the State of _____, personally appeared Mitchell Joseph Novack, personally 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS, Steven Nasiri; James H. Smith; David Lambe Marx and Mitchell Joseph Novack hereby sell, assign, and transfer to Transparent Optical, Inc., a California Corporation having offices located at 469 El Camino Real, Santa Clara, California 95050, and its successors, assigns and legal representatives (collectively, "ASSIGNEE") all of the right, title and interest of ASSIGNORS throughout the world in and to any and all inventions and improvements which are the subject of a patent document entitled

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(b) — U.S. patent application filed on _____
[] under Application No. _____.
[] with Express Mail No. _____ (Application Number not yet known).

(c) — U.S. Patent No.: _____, issued _____.

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ASSIGNORS further covenant for themselves and their respective heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE all pertinent facts and documents relating to said invention and said patents and legal equivalents as may be known and accessible to ASSIGNORS and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS requests the Commissioner of Patents and Trademarks to issue said patents of the United States and any reissue or extension thereof to the ASSIGNEE.

Signature of Inventor

Steven Nasiri

STATE OF _____)
County of _____) ss.

On _____, before me, _____, a Notary Public for the State of _____, personally appeared Steven Nasiri, personally 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Signature of Inventor

James H. Smith

STATE OF _____)
County of _____) ss.

On _____, before me, _____, a Notary Public for the State of _____, personally appeared James H. Smith, personally 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Page 4 of 5

Signature of Inventor

_____ day of _____, 2001

David Lambe Marx

STATE OF _____)
) ss.
County of _____)

On _____, before me, _____, a Notary Public for the State of _____, personally appeared David Lambe Marx, personally 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Executed this

Signature of Inventor

14 day of June, 2001

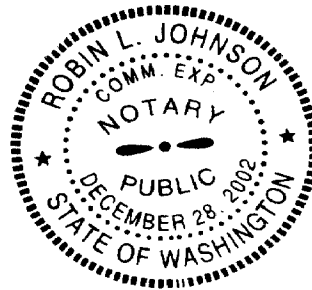
Mitchell Joseph Novack
Mitchell Joseph Novack

STATE OF Wash)
County of King) ss.

On 6-14-01, before me, ROBIN L. JOHNSON, a Notary Public for the State of Wash, personally appeared Mitchell Joseph Novack, personally 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Robin L. Johnson



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