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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).						
Submission	Туре	Conveyance Typ	e			
X New		X Assignment	Security Agreeme	nt		
Resubmis Document	ssion (Non-Recordation) tt ID#	License	Change of Name			
	n of PTO Error	Merger	Other			
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Conveying P		XX Mark if additional	names of conveying parties at	Month Day Year		
Name (line 1)	Ronald J. Kane			04/20/2001		
Name (line 2)				Execution Date		
Second Party	D. :1641 Create In			Month Day Year 04/20/2001		
Name (line 1)	David Stephenson Spain, Jr.			04/20/2001		
Name (line 2)						
Receiving Pa	arty	Ma	ark if additional names of rece	iving parties attached		
<b>-</b>	Tera Research Incorporated			If document to be recorded is an assignment and the		
idanie (inte i) [				receiving party is not domicited in the United		
Name (line 2)				States, an appointment of a domestic		
Address (line 1)	1344 Bordeaux Drive			representative is attached. (Designation must be a		
	1350			separate document from Assignment)		
Address (line 2)				<del></del> 1		
Address (line 3)	Sunnyvale	CA State/Country	94089 Zip Code			
	epresentative Name and Ad		or the first Receiving Party on	ly.		
Name	Thomas N. Giaccherini					
Address (line 1)	PO Box 1146					
Address (line 2)	Carmel Valley, CA 93924					
Address (line 3)						
Address (line 4)	)					
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#C:581	orting for this collection of information is estimated to a	verage approximately 30 minutes	per Cover Sheet to be recorded, includi	ing time for reviewing the document and third information Officer, Washington,		
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D.C. 20231 and to t	needed to complete the Cover Sheet. Send comments the Office of Information and Regulatory Affairs, Office tion Budget Package 0651-0027, Patent and Trademan	Assignment Practice. DO NOT S	or sheet(s) information to:			

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO Expires 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT		
Corresponde	ent Name and Address	Area Code and Telephone Number	(831) 659-5300		
Name	Thomas N. Giaccherini				
Address (line 1)	PO Box 1146				
Address (line 2)	Carmel Valley, CA 93924				
Address (line 3)					
Address (line 4)		MANUAL A.			
Pages	Enter the total number of pagincluding any attachments.	ges of the attached conveyance docu	ment # 4		
09/770,237	ent Application Number(s)	Patent Number (DO NOT ENTER BOTH number Pater  Pate	nt Number(s)		
Ente only	eration Treaty (PCT) or PCT application number of a U.S. Application Number not been assigned. Properties		PCT		
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$\frac{\text{charge to credit card oo}}{\text{charge to credit card}}\$					
Method	of Payment: Enclo	<u></u>	#		

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. Charges to deposit account are authorized, as

Authorization to charge additional fees:

indicated herein.

Thomas N. Giaccherini, Registration No. 31,075

Name of Person Signing

Signature

No

une 2001.

#### ASSIGNMENT

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

#### Ronald J. Kane

who has created a certain invention for which an Application for United States Letters Patent, Serial No. 09/770,237 has been executed concurrently herewith and is entitled

# **Body Motion Tracking System**

Do hereby sell, assign and transfer to **Tera Research Incorporated**, a Corporation organized in accordance with the Laws of the State of California, having a place of business in Sunnyvale, California, in the County of Santa Clara, 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 therefor 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 and Extensions thereof, and all other Applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions 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;

First Page of Two Pages

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### David Stevenson Spain, Jr.

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First Page of Two Pages

Agree that **Tera Research Incorporated**, 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, and Extensions thereof; execute all rightful Oaths or Declarations, 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, its successors, assigns, or legal representatives; and

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 as herein expressed is possessed by the undersigned.

In testimony whereof I have hereunto set my signature on the date indicated below.

David Stevenson Spain, Jr.

4/20/01

Date

Notary:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20 DAY OF April 200

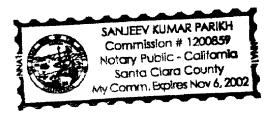
NOTARY PUBLIC

Return Address: Thomas N. Giaccherini
Anglin & Giaccherini

Post Office Box 1146 Carmel Valley, California 93924

831.659.5300

Second Page of Two Pages



A&G Docket No. TER2000-1

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Ronald J. Kane

Return Address: Thomas N. Giaccherini

Anglin & Giaccherini Post Office Box 1146

april 20, 2001

Carmel Valley, California 93924

831.659.5300

Notary:

SUBSCRIBED AND SWORN TO BEFORE ME

Ronald V. Kane

SANJEEV KUMAR PARIKH Commission # 1200859 ECORDED: 06/25/2001

Second Page of Two Pages