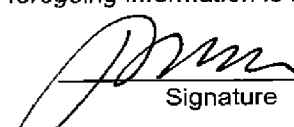


Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  Joseph Reid Henrichs  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>Optical Storage Devices, Inc.</u> Internal Address: _____ _____ _____ Street Address: <u>641 Northeast Swann Circle</u> _____ _____ City: <u>Lee's Summit</u> State: <u>MO</u> Zip: <u>64086</u> Additional name(s) & address(es) 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>June 27, 2001</u>					
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: _____ A. Patent Application No.(s) B. Patent No.(s) <u>6,249,824B1</u> <u>6,266,712B1</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Dirk Michels, Esq.</u> Internal Address: _____ _____ _____ Street Address: <u>Kirkpatrick &amp; Lockhart LLP</u> <u>4 Embarcadero Center, 10th Floor</u> San City: <u>Francisco</u> State: <u>CA</u> Zip: <u>94111</u>		6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>11-1110 Kirkpatrick &amp; Lockhart LLP</u> (Attach duplicate copy of this page if paying by deposit account)			
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> <u>Jonathan P. Blum</u>  <u>Sept. 26, 2001</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>14</u>					

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

Attorney's Docket No. 1100420.0001

**PATENT**

For: ☒ U.S. and/or ☒ Foreign Rights;  
☒ U.S. Patent  
By: Single Inventor

**ASSIGNMENT OF INVENTION**

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of 9,970,000 shares of the common stock of Optical Storage Devices, Inc., a Delaware corporation, the receipt of which is hereby acknowledged, and for other good and valuable consideration,

**ASSIGNOR (Inventor):**

Joseph Reid Henrichs, a citizen of the United States of America, residing at 641 Northeast Swann Circle Lee's Summit, MO 64086-8464,

hereby sells, assigns and transfers to

**ASSIGNEE:**

Optical Storage Devices, Inc., a Delaware corporation, 641 Northeast Swann Circle, Lee's Summit, MO 64086-8464

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- ☒ the entire right, title and interest
- ☐ an undivided \_\_\_\_\_ percent ( \_\_\_\_\_ %) interest for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

☒ and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention with U.S. patent no. 6,249,824 B1

(check and complete (a), (b), (c), (d), (e), (f) or (g))

and which is found in

- (a) ☐ U.S. patent application executed on even date herewith
- (b) ☐ U.S. patent application executed on \_\_\_\_\_

(c) ☐ U.S. provisional application naming the above inventor(s) for the above-entitled invention

☐ Express mail label no.: \_\_\_\_\_

Mailed: \_\_\_\_\_

☐ To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known.

(d) ☐ U.S. application nos.: \_\_\_\_\_ filed on \_\_\_\_\_

(e) ☐ International application no. PCT / \_\_\_\_\_ / \_\_\_\_\_  
filed on \_\_\_\_\_

(f) ☒ U.S. patent no. 6,249,824 B1, issued June 19, 2001

☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

(g) ☒ and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, We have hereunto set hand and seal this 09-24-2001  
Date of signing

Joseph Reid Henrichs  
(type name of Inventor)

Joseph Reid Henrichs  
Signature of INVENTOR

☒ Notarization or Legalization Page Added.

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 USC 261.

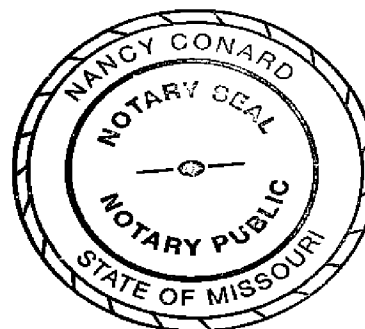
## NOTARY'S AFFIDAVIT

State of Missouri,County of JACKSON

THIS IS TO CERTIFY that on this date, September 14, 2001, before me, a Notary Public, personally appeared Joseph Reid Henrichs for the purpose of:

verifying signature on assignment  
of invention

I hereunto set my hand and affix my official seal on this 24<sup>th</sup> day of September, 2001

Notary Public: Nancy ConardMy commission expires: MAY 10, 2003

NANCY CONARD  
NOTARY PUBLIC - STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES MAY 10, 2003

Attorney's Docket No. 1100420.0001

**PATENT**

For: ☒ U.S. and/or ☒ Foreign Rights;  
☒ U.S. Patent  
By: Single Inventor

**ASSIGNMENT OF INVENTION**

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of 9,970,000 shares of the common stock of Optical Storage Devices, Inc., a Delaware corporation, the receipt of which is hereby acknowledged, and for other good and valuable consideration,

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hereby sells, assigns and transfers to

**ASSIGNEE:**

Optical Storage Devices, Inc., a Delaware corporation, 641 Northeast Swann Circle, Lee's Summit, MO 64086-8464

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- ☒ the entire right, title and interest
- ☐ an undivided \_\_\_\_\_ percent ( \_\_\_\_\_ %) interest for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

☒ and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention with U.S. patent no. 6,266,712 B1

(check and complete (a), (b), (c), (d), (e), (f) or (g))

and which is found in

- (a) ☐ U.S. patent application executed on even date herewith
- (b) ☐ U.S. patent application executed on \_\_\_\_\_

(c) ☐ U.S. provisional application naming the above inventor(s) for the above-entitled invention

☐ Express mail label no.: \_\_\_\_\_

Mailed: \_\_\_\_\_

☐ To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known.

(d) ☐ U.S. application nos.: \_\_\_\_\_ filed on \_\_\_\_\_

(e) ☐ International application no. PCT / \_\_\_\_\_ / \_\_\_\_\_  
filed on \_\_\_\_\_

(f) ☒ U.S. patent no. 6,266,712 B1, issued July 24, 2001 \_\_\_\_\_

☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

(g) ☒ and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, We have hereunto set hand and seal this 69-24-2001  
Date of signing

Joseph Reid Henrichs  
(type name of Inventor)

Joseph Reid Henrichs  
Signature of INVENTOR

☒ Notarization or Legalization Page Added.

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 USC 261.

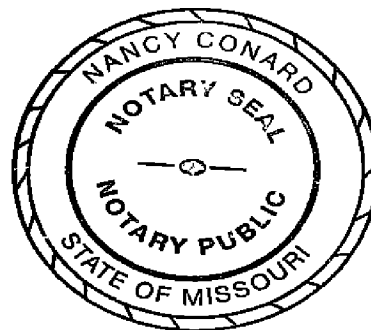
## NOTARY'S AFFIDAVIT

State of Missouri,County of JACKSON

THIS IS TO CERTIFY that on this date, September 14, 2001, before me, a Notary Public, personally appeared Joseph Reid Henrichs for the purpose of:

verifying signature on assignment  
of invention

I hereunto set my hand and affix my official seal on this 24<sup>th</sup> day of September, 2001

Notary Public: Nancy ConardMy commission expires: MAY 10, 2003

NANCY CONARD  
NOTARY PUBLIC - STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES MAY 10, 2003

**ASSIGNMENT AND QUITCLAIM  
OF RIGHTS TO INTELLECTUAL PROPERTY**

THIS ASSIGNMENT AND QUITCLAIM OF RIGHTS TO INTELLECTUAL PROPERTY ("Assignment") is entered into as of June 27<sup>th</sup>, 2001 by and among Joseph Reid Henrichs (the "Founder"), and Optical Storage Devices, Inc., a Delaware corporation (the "Company"), with reference to the following facts and circumstances:

**Recitals**

A. Founder has invented certain optical and magnetic data storage devices using stationary magneto-optical microhead array chips (the "Storage Devices"). Currently, there are two patent applications pending at the USPTO for the Storage Devices under application numbers 09/277,242 and 09/210,466, and certain additional patent applications related to the Storage Devices (the "Patent Applications"). The Storage Devices and the Patent Applications shall be referred to collectively as the "Intellectual Property," which is more particularly described on Exhibit A hereto. Founder conceived of the idea of forming a new corporation to develop products related to and based upon the Intellectual Property.

B. The Founder formed Optical Storage Devices, Inc. to carry out the development of products based on the Intellectual Property. The Company's Certificate of Incorporation was filed with the Delaware Secretary of State on May 16, 2001.

C. The Founder contributed certain property to the Company in exchange for the issuance of ten million (10,000,000) shares of Company common stock (the "Shares").

D. The Founder and the Company believe it to be to their mutual benefit and interest to confirm the ownership by the Company in the Intellectual Property pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment and Quitclaim of Interests. In consideration of the issuance of the Shares as set forth in Recital C hereof, the Founder hereby assigns and quitclaims, effective as of the date of issuance of the Shares, to the Company all of his respective right, title, and interest, if any, in the Intellectual Property including, without limitation, any and all patents, copyrights, trade secrets and any other legal rights in the Intellectual Property in the United States and in every other nation in the world. The Founder further acknowledges and agrees that all of the improvements and derivative works that he may help make to the Intellectual Property in the future as an employee of or consultant to the Company will constitute "Works Made for Hire" in favor of the Company and shall constitute the intellectual property and trade secrets of the Company, and that the Company is and shall be the exclusive owner in the United States and in every other



nation in the world of all patents, copyrights, trade secrets and any other legal rights to the Intellectual Property and any improvements, modifications and derivative works thereto made by the Founder or by others at the Company's or at the Founder's direction.

1.1 The Founder further agrees to execute all patent, copyright, trade secret and any other intellectual property-related applications, agreements, assignments or other documents that may be necessary for the Company to properly and adequately document, register, preserve, protect or perfect its patent, copyright, trade secret and any other legal rights in the Intellectual Property and in any improvements, enhancements or derivative works based upon the Intellectual Property.

1.2 The Founder further agrees to transfer to the Company all of his records of the Intellectual Property made by him (solely or jointly with others) during the course of forming the Company. These records shall become the sole property of the Company.

1.3 The Founder hereby waives any claim of "moral rights" in the Intellectual Property and in any improvements, enhancements or derivative works based upon the Intellectual Property. In the event that a court of competent jurisdiction deems the Intellectual Property and/or any improvements, enhancements or derivative works based upon the Intellectual Property not to be a "Work Made for Hire," then this document shall operate as an irrevocable assignment to the Company of all right, title, and interest in the Intellectual Property and any improvements, enhancements or derivative works based upon the Intellectual Property to the fullest extent permitted under applicable laws.

1.4 The Founder further agrees that he will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of the Intellectual Property.

2. Spousal Consents. The Founder represents and warrants that if he is married that his spouse has executed the Spousal Consent(s) attached to this Assignment as Exhibits B at the time that the married Founder executes this Assignment.

3. Applicable Law. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of California. All parties agree that any litigation or arbitration between the parties shall take place in San Jose, CA and all parties waive any objection to personal jurisdiction or venue in any forum located therein. If any provision of this Assignment is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Assignment shall continue in full force and effect.

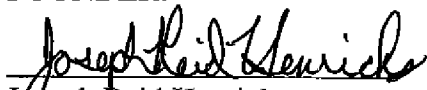
4. Reversion. Upon dissolution and liquidation of the Company, the Intellectual Property and all additional rights therein granted pursuant to Section 1 above, shall revert exclusively to the Founder and no other person shall have any interest therein.

5. Entire Agreement. This Assignment, including any Exhibits attached hereto, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions, and all other communications relating thereto.

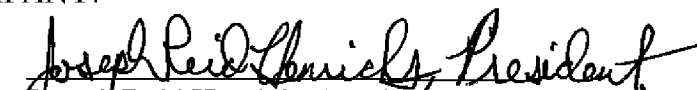
6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have executed this Assignment And Quitclaim of Rights to Intellectual Property.

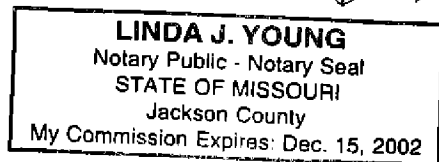
FOUNDER:

  
Joseph Reid Henrichs

COMPANY:

By:   
Joseph Reid Henrichs, President

  
6-27-01



**EXHIBIT A****INTELLECTUAL PROPERTY**

The Intellectual Property includes all intellectual property rights associated with the optical and magnetic data storage devices using stationary magneto-optical microhead array chips (the "Storage Devices"), the two patent applications pending at the USPTO for the Storage Devices under application numbers 09/277,242 and 09/210,466, certain additional patent applications related to the Storage Devices (the "Patent Applications"), and all intellectual property rights and property of the Founders relevant to the design, development and enhancement thereof, including methodologies and code for the design of products and services related thereto.

**EXHIBIT B****SPOUSAL CONSENTS  
OPTICAL STORAGE DEVICES, INC.****ASSIGNMENT AND QUITCLAIM OF  
RIGHTS TO INTELLECTUAL PROPERTY****SPOUSAL CONSENT**

I, Yong Ae Henrichs, declare as follows:

I am the legally-recognized spouse of Joseph Reid Henrichs, a signatory to the Optical Storage Devices, Inc. Assignment And Quitclaim Of Rights To Intellectual Property dated June 27<sup>th</sup>, 2001 (the "Assignment") by and among Optical Storage Devices, Inc., a Delaware corporation and its founding shareholder, Joseph Reid Henrichs.

1. I have read and understand the Assignment;
2. I have been given a full opportunity to both review and understand the Assignment and to consult with separate legal counsel of my own choosing (if I so choose) about each of the provisions of the Assignment;
3. I hereby consent to the terms and conditions of the Assignment and confirm my express agreement to be bound by the terms and conditions of the Assignment even upon, without limitation, the occurrence of a divorce, dissolution of marriage, separation or death, and to cooperate fully and to take all such actions as may be necessary to comply with the terms and conditions of the Assignment.

Executed on June 27<sup>th</sup>, 2001, at Bank of America, Lee's Summit, Missouri

*Linda J. Young*  
6-27-01  
**LINDA J. YOUNG**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Dec. 15, 2002

*Yong Ae Henrichs*  
Signature  
*Yong Ae Henrichs*  
Print Name