

08-10-2001

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

REC



HEET

Patent and Trademark Office

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Yuxin Hu  
David H. Roberts  
Reny R. Paguio  
Maria Teresa A. Castillo

## 2. Name and address of receiving party(ies):

Napp Systems, Inc.  
260 S. Pacific Street  
San Marcos, California 92069

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

June 27, 2001

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

Unknown

B. Patent Number(s):

09823904

Additional numbers attached? NO

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

Stephen E. Reiter  
FOLEY & LARDNER  
402 West Broadway  
23rd Floor  
San Diego, California 92101-3542

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 50-0872

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Kevin J. Forrestal  
Reg. No. 45,861 for  
Stephen E. Reiter  
Reg. No. 31,192

8-1-01

Name of person signing

Signature

Date

08/09/2001 LMUELLER 00000064 09823904

Total number of pages including cover sheet, attachments, and document: 6

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PATENT  
REEL: 012048 FRAME: 0296

**ASSIGNMENT**  
**BY INVENTORS**

This assignment ("Assignment") is made by Yuxin Hu of San Diego, California, David H. Roberts of Carlsbad, California, Reny R. Paguio of Murrietta, California and Maria Teresa A. Castillo of San Diego, California to Assignee, NAPP SYSTEMS, INC. a California corporation ("Assignee"), having a place of business at 260 S. Pacific Street, San Marcos, California 92069.

**Recitals**

A. Assignors have invented a new and useful invention entitled HIGH PERFORMANCE, PHOTOIMAGEABLE RESIN COMPOSITIONS AND PRINTING PLATES PREPARED THEREFROM for which an application for United States Letters Patent was filed March 30, 2001, as Application No. 09/823,904 in the United States Patent and Trademark Office, our Docket No. NAPP1340 (044932-2401).

B. Assignors believe the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

## Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree to the foregoing and as follows:

1. Assignors do and will sell, assign and transfer to Assignee, such Assignors' entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Assignors agree that, upon request and without further compensation, but at no expense to such Assignors, such Assignors and such Assignors' legal representative and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignors hereby irrevocably designate and appoint Assignee and Assignee's duly authorized officers and agents as such Assignors' agents and attorney-in-fact to act for and on such Assignors' behalf and instead of such Assignors to execute such document, all with the same legal force and effect as if executed by such Assignors.

3. Assignors represent and warrant that such Assignors have not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Assignors authorize and request the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, the Assignors have executed this Assignment on the date provided below.

Assignor: Yuxin Hu

Date: 06/27/01

Signature: *[Signature]*

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego

On June 27, 2001 before me, the undersigned Notary Public in and for said State, personally appeared Yuxin Hu, ~~or proved to me on the basis of satisfactory evidence~~ personally known to me to be the person whose name is subscribed to the within instrument, ~~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]*  
(Signature of Notary)



Assignor: David H. Roberts

Date: 6-27-01

Signature: *[Signature]*

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego

On June 27, 2001 before me, the undersigned Notary Public in and for said State, personally appeared David H. Roberts, ~~or proved to me on the basis of satisfactory evidence~~ personally known to me to be the person whose name is subscribed to the within instrument, ~~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.

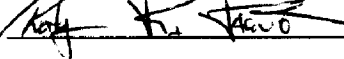
WITNESS my hand and official seal.

*[Signature]*  
(Signature of Notary)



Assignor: Reny R. Paguio

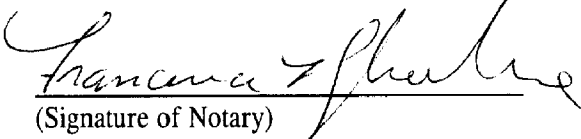
Date: 6-27-01

Signature: 

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego

On June 27, 2001 before me, the undersigned Notary Public in and for said State, personally appeared Reny R. Paguio, ~~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)



Assignor: Maria Teresa A. Castillo

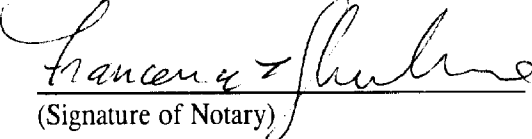
Date: 6-27-01

Signature: 

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego

On June 27, 2001 before me, the undersigned Notary Public in and for said State, personally appeared Maria Teresa A. Castillo, ~~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)

