

10-15-2001



101861895 PATENT  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: Tracy E. Thieret et al.

FOR : ON-LINE PIECEWISE HOMEMORPHISM MODEL  
PREDICTION, CONTROL AND CALIBRATION SYSTEM  
FOR A DYNAMICALLY VARYING COLOR MARKING  
DEVICE

SERIAL NO. : 09/454,431

FILED : December 3, 1999

EXAMINER : Unknown

ART UNIT : 2722

NOTICE TO FILE  
MISSING PARTS : January 19, 2000

ATTORNEY DOCKET: XER 2 0313 D/99577Q

ASSIGNMENT TRANSMITTAL LETTER

Assistant Commissioner for Patents  
Washington, DC 20231

Dear Sir:

Please record the attached original document(s) or copy(ies) thereof.

1. Name of Party(ies) conveying an interest:

Tracy E. Thieret Eric M. Gross  
Eric S. Hamby

2. Name of Party(ies) receiving an interest:

Xerox Corporation  
Stamford, CT

3. Description of the interest conveyed:

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

Execution Date: December 15, 1999

CERTIFICATE OF FIRST CLASS MAILING

I hereby certify that this Assignment Transmittal and Assignment are being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on January 28, 2000.

By: Cathryn Terchek  
Cathryn Terchek

Date: January 28 2000

1-31-00

-2-

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D/99577Q

4. These documents are being filed together with a new application, the execution date of which is: December 15, 1999

A. Patent Application No.(s)

B. Patent No.(s)

09/454,431 Filed December 3, 1999

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

Albert P. Sharpe  
Reg. No. 19,879  
FAY, SHARPE, FAGAN  
MINNICH & McKEE, LLP  
1100 Superior Avenue, Seventh Floor  
Cleveland, Ohio 44114-2518

6. One patent application is involved.

7. Amount of fee authorized to be charged: \$ 40.00

8. Deposit Account Number: 24-0037

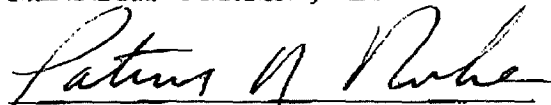
9. Please charge any additional fees or credit overpayment to Deposit Account No. 24-0037.

10. 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.

11. Total number of pages enclosed 4

Respectfully submitted,

FAY, SHARPE, FAGAN,  
MINNICH & McKEE, LLP



Patrick R. Roche  
Reg. No. 29,580  
1100 Superior Avenue, Seventh Floor  
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1/28/00  
Date

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D/99577Q1

ASSIGNMENT

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

**Tracy E. Thieret, Eric S. Hamby and Eric M. Gross**

who have created a certain invention for which an application for United States Letters Patent has been executed concurrently herewith and is entitled

**ON-LINE PIECEWISE HOMEOMORPHISM MODEL PREDICTION,  
CONTROL AND CALIBRATION SYSTEM FOR A  
DYNAMICALLY VARYING COLOR MARKING DEVICE**


Do hereby sell, assign and transfer to **XEROX CORPORATION**, a corporation of the State of New York having a place of business at Stamford, in the County of Fairfield, and State of Connecticut, 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, 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;

Agree that **XEROX CORPORATION**, 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, extensions thereof, execute all rightful oaths, 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/WE have hereunto set MY/OUR signatures on the dates indicated below.

  
Tracy E. Thieret

  
Eric S. Hamby

Date Dec. 15, 1999

Date DECEMBER 15, 1999

  
Eric M. Gross

Date 12/15/99