

09-14-2001



FORM PTO-1595
(Rev. 6-93)
OMD No. 0651-0011 (exp. 4/)

101842621

U.S. DEPARTMENT OF COMMERCE
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):
Luminous Intent, Inc.
[Handwritten initials]
Additional name(s) of conveying party(ies) attached?
 No Yes

2. Name and address of receiving party(ies):
Name: **VRAM Technologies, LLC**
Internal Address: _____
Street Address: **345 McCormick Avenue**
City: **Costa Mesa** State: **CA** ZIP: **92626**
Country: **USA**
Additional name(s) & address(es) attached? No Yes

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **08/22/01**, _____, _____

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)
09/395,719
09/502,026
09/689,074
09/712,449
09/864,436
Additional numbers attached? No

B. Patent No.(s)
5,825,079

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Blakely, Sokoloff, Taylor & Zafman LLP**
Internal Address: _____
Street Address: **12400 Wilshire Boulevard**
7th Floor
City: **Los Angeles** State: **CA** ZIP: **90025**

6. Total number of applications and patents involved: **6**
7. Total Fee (37 CFR 3.41).....\$**240.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account Number:
02-2666
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Roger W. Blakely, Jr., Reg. No. 25,831 *[Signature]* **September 6, 2001**
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: **7**

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

09/13/2001 TDIAZ1 00000064 09395719

01 FC:581 240.00 DP

PATENT
REEL: 012145 FRAME: 0478

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), made as of the 22nd day of August, 2001, by and between LUMINOUS INTENT, a California corporation ("Assignor"), to VRAM TECHNOLOGIES, LLC, a Nevada limited liability company ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor desires an investment in Assignee and in consideration of such investment Assignee has required that Assignor execute and deliver to Assignee this Assignment:

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Patents.

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of the following:

(a) All patents and patent applications owned by Assignor or in which Assignor has an interest (including, without limitation, the inventions and improvements described and claimed therein) listed on Schedule A attached hereto (hereinafter called "Patents");

(b) All divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions and improvements, and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions and improvements;

(c) All rights of priority resulting from the filing of applications for patent in the United States on any of said inventions and improvements;

(d) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for past or future infringements of any said United States or foreign patents;

(e) The right to sue and recover for past, present, and future infringements of any said United States or foreign patents; and

(f) All other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto.

The items referred to in items (a) through (f) are hereinafter called the "Patent Rights." Provided, however, that such Patent Rights are subject to that certain High Reliability Products License Agreement dated July 1, 1998, by and between Assignor and Mark Kalatsky (the "HI-REL License").

2. **Covenants and Warranties.**

Assignor represents, warrants, and covenants that:

(a) The Patents are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way;

(b) None of the Patents has lapsed or expired;

(c) No claim has been made that the use of any of the Patents in the conduct of Assignor's business constitutes an infringement of any senior or dominant U.S. patent or other intellectual property right; and

(d) Assignor owns the entire right, title, and interest in and to each of the Patents free and clear of any liens and encumbrances of every kind and nature, except for the rights granted by Assignor pursuant to this Agreement and the HI-REL License.

3. **Waivers.**

No course of dealing between Assignor and Assignee, nor any failure to exercise or delay in exercising, on the part of the Assignee, any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

4. **Severability.**

The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.

5. **Modification.**

This Assignment cannot be altered, amended, or modified in any way, except by a writing signed by the parties hereto.

6. **Assistance to Assignee**

Assignor agrees that, when requested, without charge to, but at the expense of said Assignee, its successors, assigns, and legal representatives; in order to carry out in good faith the intent and purpose of this Assignment, Assignor shall:

- (a) execute all divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent application on any and all said inventions and improvements;
- (b) execute all rightful oaths, assignments, powers of attorney, and other papers;
- (c) communicate to said Assignee, its successors, assigns, and representatives all facts known to the Assignor relating to said inventions and improvements and the history thereof; and
- (d) generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives.

7. **Binding Effect; Benefits.**

This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.

8. **Governing Law.**

This Assignment shall be deemed to have been executed and delivered in California, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of California.

WITNESS the due execution hereof as of the date first above written.

LUMINOUS INTENT

By: Richard A. Metzler

Name (Print): Richard A. Metzler

Title: VP R&D

Attest:

By: Mark Kalatsky

Name (Print): Mark Kalatsky

Title: Secretary

Accepted:

VRAM TECHNOLOGIES, LLC

By: Mark Kalatsky

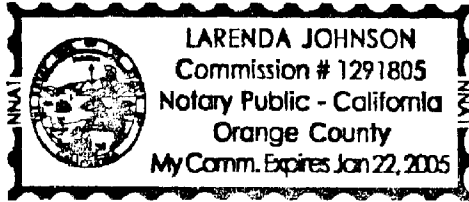
Name: Mark Kalatsky

Title: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 22 August 2001, before LARENDA JOHNSON, a notary public, personally appeared MARIC KALATSKY, RICHARD A. METZLER 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~~^{THEY} executed the same in ~~his/her~~^{THEIR} authorized capacity, and that by ~~his/her~~^{THEIR} 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.



Larenda Johnson

Notary Public

(Seal)

Schedule A

Patents and Patent Applications

<u>Title / Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
Semiconductor Diodes Having Low Forward Conduction Voltage Drop And Low .../USA	US 5,825,079	Oct. 20, 1998	Richard A. Metzler Vladimir Rodov
Same / Taiwan	NI-106443	Jan. 5, 2000	
Same / China	Pub # 1255239		
Same / Singapore	App # 9903305-2		
Same / European Patent Office (All Countries)	App # 98903526		
Same / Korea	App # 99-7006624		
Same / Israel	App # 130,973		
Same / Hong Kong	App # 00102947.0		
Same / Canada	App # 2278308		
Same / Japan	App # 532045/98		
Semiconductor Diodes Having Low Forward Conduction Voltage Drop And Low .../USA	App # 09/395,719	Allowed, Issue Pending	Richard A. Metzler
Method and Apparatus for Cylindrical Semiconductor Diodes / USA	App # 09/502,026	Allowed, Issue Pending	Richard A. Metzler
Vertical Junction Field Effect Semiconductor Diodes /USA	App # 09/712,449	Pat. Pending PCT in process	Richard A. Metzler
Vertical Metal Oxide Silicon Field Effect Semiconductor Diodes / USA	App 3 09/864,436	Pat. Pending	Richard A. Metzler
Method and Apparatus for Patterning Fine Dimensions / USA	App # 09/689,074	Pat. Pending	Richard A. Metzler