



10-02-2001



101861678

Attorney Docket No: **ONX-139**

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

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Palos Verdes, CA 90274

TIMOTHY BEERLING
1414 Martin Luther King Jr. Way
Berkeley, CA 94709

SCOTT D. DALTON
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Berkeley, CA 94708

STEPHEN F. PANYKO
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Novato, CA 94945-2721

MICHAEL J. DANEMAN
443 Gateway Drive, #109
Pacifica, CA, 94044

2. Assignee:

Onix Microsystems
4138 Lakeside Drive
Richmond, CA 94806

3. Execution Date of Assignment of Entire Interest in Patent Application: **9/19/2001**

4. Execution Date of Declaration for Patent Application: **9/19/2001**

4A. Patent Application No.: **09/900,841**

4B. Patent Number: **Not Assigned**

5. Correspondence address: Joshua D. Isenberg
JDI PATENT
204 Castro Lane
Fremont, CA 94539

6. Total Number of applications and Patents involved: **1**

7. Total fee (37 CFR 3.41): **\$40**

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct,
and any attached copy is a true copy of the original document.

Joshua D. Isenberg
Reg. No. 41,088 telephone: (510) 896-8328

Date: **9/23/2001**

Total number of pages including cover sheet, attachments, and document: **4**

09/27/2001 MWOLDR1 00000138 09900841

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PATENT
REEL: 012200 FRAME: 0310

ASSIGNMENT

THIS ASSIGNMENT, by

MARK W. CHANG , SCOTT C. DALTON, MICHAEL J. DANEMAN, TIMOTHY BEERLING, and STEPHEN F. PANYKO

(hereinafter referred to as the Assignor), residing at **Richmond, CA, Berkeley, CA, Pacifica, CA, Berkeley, CA, and Novato, CA** respectively, witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

"Maintaining the State of a MEMS Device in the Event of a Power Failure"

for which application for Letters Patent Serial No. **09/900,841** was filed on **07/07/2001** and for which application for Letters Patent has been executed on **8-30-01**.

WHEREAS,

ONIX MICROSYSTEMS, INC.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, RICHMOND, CALIFORNIA 94806**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignor and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignor has sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignor hereby jointly and severally warrants and represents that, at the time of execution and delivery of these presents, said Assignor is the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignor hereby jointly and severally covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignor in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the date noted below.

Date: 9.19.01

Mark Chang
MARK W. CHANG

State: California County: Contra Costa

Subscribed and sworn to before me on this 19 day of September, 2001



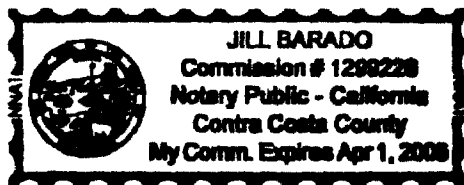
Jill Barado
Notary Public

Date: 8.30.01

Scott Dalton
SCOTT D. DALTON

State: California County: Contra Costa

Subscribed and sworn to before me on this 30 day of August, 2001



Jill Barado
Notary Public

Date: 9.19.01

Michael J. Daneman

MICHAEL J. DANEMAN

State: California County: Contra Costa

Subscribed and sworn to before me on this 19 day of September, 20 01



Jill Barado

Notary Public

Date: 9/19/01

Timothy Beerling

TIMOTHY BEERLING

State: California County: Contra Costa

Subscribed and sworn to before me on this 19 day of September, 20 01



Jill Barado

Notary Public

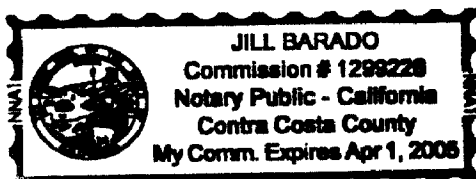
Date: 9.19.01

Stephen F. Panyko

STEPHEN F. PANYKO

State: California County: Contra Costa

Subscribed and sworn to before me on this 19 day of September, 20 01



Jill Barado

Notary Public