

12-05-2001



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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Attorney Docket No. 90990020-1

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Richard A. Ross

11-601

Additional name(s) of conveying party(ies) attached?

☐

Yes

☐

No

3. Nature of Conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other

Assignment with Attachments A and B

Execution Date:

October 15, 2001

2. Name and address of receiving party(ies)

Name: Telemedia Devices, Inc.

Internal Address:

Street Address:

721 Santa Barbara Road

City: Berkeley

State: California

Zip: 94704

Additional name(s) & address(es) attached:

☐

Yes

☒

No

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

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

A. Patent Application No.(s):

B. Patent No.(s): 6,163,780

Additional numbers attached?

☐

Yes

☒

No

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

Records Manager
HEWLETT-PACKARD COMPANY
L.Joy Griebenow
3404 East Harmony Road
Fort Collins, Colorado 80525

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

08/2025

(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 information is true and correct and any attached copy is a true copy of the original document.

R. Ross Viguet

Name of Person Signing

Signature

October 31, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 46

When recorded please return to:

HEWLETT-PACKARD COMPANY
Intellectual Property Administration
P. O. Box 272400
Fort Collins, Colorado 80527-2400

56142461-1

ASSIGNMENT

WHEREAS, I, Richard A. Ross, citizen of the United States of America, whose post office address is 721 Santa Barbara Road, Berkeley, California 94704, have invented certain new and useful inventions and discoveries, for which application for United States Letters Patent entitled SYSTEM AND APPARATUS FOR CONDENSING EXECUTABLE COMPUTER SOFTWARE CODE, U.S. Patent Application No. 09/053,260 was filed on April 1998, now U.S. Patent No. 6,163,780 issued December 19, 2000, claiming the benefit of priority to U.S. Provisional Patent Application No. 60/060,633 filed October 1, 1997;

WHEREAS, Telemedia Devices, Inc., having a principal place of business located at 721 Santa Barbara Road, Berkeley, California 94704 (herein called "Assignee"), desires to acquire, memorialize, and/or perfect ownership in and to my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that have or may issue thereon; and

WHEREAS, I have agreed to assign to Assignee and it is my belief and intent that I have assigned all right, title and interest in and to said invention and in said application and all patents which have or may be granted therefor, and all divisions, reissues, continuations, continuations-in-part and extensions thereof to Telemedia Devices, Inc. prior to my execution of the Stock Purchase Agreement by and among, *inter alia*, Hewlett-Packard Company, Telemedia Devices, Inc., and Richard A. Ross dated June 9, 1999, as evidenced by my representations and warranties made therein, and in accordance with my obligations under the Confidential Information and Invention Assignment Agreement by and among Telemedia Devices, Inc. and Richard A. Ross dated October 7, 1998;

NOW, THEREFORE, to fully and properly memorialize said assignment and, if for any reason any previous assignment to Assignee of any right, title or interest in and to said invention or in and to said application or all patents which have or may be granted therefore, or any divisions, reissues, continuations, continuations-in-part or extension thereof, is legally insufficient to perfect ownership thereof in and to Assignee, or fails to vest full and perfect title in and to the same in Assignee for any reason, to fully and properly vest full and perfect title in and to the same in Assignee, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby assign to Assignee, all right, title and interest throughout the world in and to said invention and in and to said application and all patents which have or may be granted therefor, and all divisions, reissues, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I hereby authorize and request the Commissioner of Patents and Trademarks and the empowered officials of all other governments to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to Assignee or otherwise as Assignee may direct.

I hereby warrant that I have not conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries at any time, whether before or after any assignment by me, whether in law or in fact, to Assignee.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

Title of Invention: **SYSTEM AND APPARATUS FOR CONDENSING EXECUTABLE
COMPUTER SOFTWARE CODE**

56142461-1

Full name of sole Inventor: Richard A. Ross

Richard A. Ross

Date: 10-15-01

Post Office Address: 721 Santa Barbara Road, Berkeley, California 94704

Charles N. Charney

Assistant Secretary, Telemedia Devices, Inc.

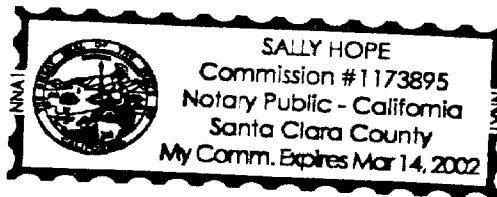
Under power of attorney granted October 7, 1998 by Richard A. Ross to Telemedia Devices, Inc. by and in the Confidential Information and Invention Assignment Agreement of the same date.

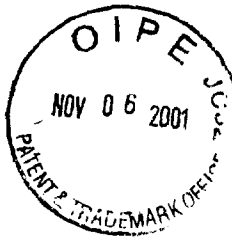
State of: CALIFORNIA)
) ss.:
County of: SANTA CLARA)

Before me this 15 day of OCTOBER, 2001, personally appeared Charles N. Charnas, who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

Aally Hope
Notary Public

My commission expires:





TELEMEDIA DEVICES, INC.

**CONFIDENTIAL INFORMATION
AND INVENTION ASSIGNMENT AGREEMENT**

As an employee of TeleMedia Devices, Inc., its subsidiary or its affiliate (together, the "Company"), and in consideration of the compensation now and hereafter paid to me, I agree to the following:

REDACTED

ATTACHMENT "A"

C:\WRP\PORTBL\PALIB2\SZT\574545.1

-1-

**PATENT
REEL: 012333 FRAME: 0004**

III. Retaining and Assigning Inventions and Original Works

A. Inventions and Original Works Retained by Me. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by me prior to my employment with the Company, which belong to me, which relate to the Company's proposed business and products, and which are not assigned to the Company; or, if no such list is attached, I represent that there are no such inventions.

B. Inventions and Original Works Assigned to the Company. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company all my right, title and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company. I recognize, however, that Section 2870 of the California Labor Code (as set forth in Exhibit B attached hereto) exempts from this provision any invention as to which I can prove the following:

1. It was developed entirely on my own time; and
2. No equipment, supplies, facilities or trade secrets of the Company were used in its development; and
3. It does not relate, at the time the invention was conceived or reduced to practice, to the Company's business or to the Company's actual or demonstrably anticipated research and development; and
4. It does not result from any work performed by me for the Company.

REDACTED

E. Obtaining Letters Patent and Copyright Registrations. I agree that my obligation to assist the Company to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship assigned hereunder to the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents or copyrights, resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

REDACTED

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REDACTED

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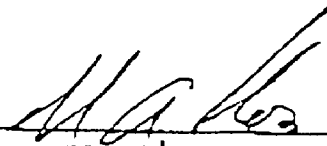
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REDACTED

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IN WITNESS WHEREOF, this proprietary information agreement has been executed and delivered as of 7 Oct, 1998.


(Employee's Signature)

Richard A. Ross
(Type/Print Employee's Name)

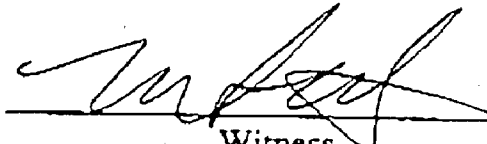

Witness

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>

Name of Employee: _____

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EXHIBIT B

CALIFORNIA LABOR CODE SECTION 2870

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

EXHIBIT C

TELEMEDIA DEVICES, INC.

TERMINATION CERTIFICATION

REDACTED

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STOCK PURCHASE AGREEMENT

dated June 9, 1999

by and among

HEWLETT-PACKARD COMPANY,

TELEMEDIA DEVICES, INC.,

RICHARD A. ROSS,

KINETECH, INC.,

and

MARGRET LEVENTHAL

ATTACHMENT "B"

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is dated June 9, 1999 among Hewlett-Packard Company, a Delaware corporation ("HP"), TeleMedia Devices, Inc., a California corporation ("TeleMedia"), Richard A. Ross ("Mr. Ross"), Kinetech, Inc., a Delaware corporation ("Kinetech"), and Margret Leventhal ("Ms. Leventhal") (collectively, Mr. Ross, Kinetech and Ms. Leventhal are sometimes referred to herein as the "Sellers").

REDACTED

ARTICLE I

PURCHASE AND SALE OF THE SHARES

1.1 Purchase and Sale of the Shares. Subject to the terms and conditions of this Agreement, the Sellers hereby sell to HP and HP hereby purchases from the Sellers all of the outstanding capital stock of TeleMedia (the "Shares") for the consideration set forth below:

REDACTED

REDACTED

REDACTED

REDACTED

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TELEMEDIA
AND MR. ROSS

Except as disclosed in a schedule of disclosures referring specifically to the representations and warranties in this Agreement, which shall reasonably identify the basis for an exception to a representation and warranty in this Agreement, which shall be delivered by TeleMedia to HP and approved by HP prior to the execution of this Agreement and which is attached hereto as Schedule 3 as so approved (the "TeleMedia Disclosure Schedule"), TeleMedia and Mr. Ross hereby, jointly and severally, represent and warrant to HP as follows:

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

3.16 Intellectual Property.

(a) Except as provided in the TeleMedia Disclosure Schedule, TeleMedia owns, or is licensed or otherwise entitled to exercise, without restriction, all rights to, all patents, trademarks, trade names, service marks, copyrights, mask work rights, trade secret rights and other intellectual property rights, and any applications or registrations therefor, and all mask works, net lists, schematics, technology, source code, know-how, computer software programs and all other tangible and intangible information or material, that are used in the business of TeleMedia as currently conducted (collectively, the "TeleMedia Intellectual Property Rights").

(b) The TeleMedia Disclosure Schedule lists (i) all patents, trademarks, trade names, service marks and other company, product or service identifiers and mask work rights, registered and unregistered copyrights, trade secret rights, and any applications or registrations therefor, included in the TeleMedia Intellectual Property Rights,

REDACTED

REDACTED

(g)

REDACTED

TeleMedia had the exclusive right to file, prosecute and maintain all applications and registrations with respect to the TeleMedia Intellectual Property Rights.

3.17 Interests of Officers and Directors. None of TeleMedia's officers or directors has any interest in any property, real or personal, tangible or intangible, used in or pertaining to TeleMedia's business, including any interest in the TeleMedia Intellectual Property Rights, except for rights as a shareholder.

REDACTED

REDACTED

REDACTED

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REDACTED

IN WITNESS WHEREOF, HP and TeleMedia have caused this Agreement to be signed by their respective representatives thereunto duly authorized, and each of the Sellers has signed this Agreement, all as of the date first written above.

HEWLETT-PACKARD COMPANY

By: _____

Its: _____

TELEMEDIA DEVICES, INC.

By: _____

Its: _____

SELLERS:

RICHARD A. ROSS

KINETECH, INC.

By:  _____

Its: Vice President

MARGRET LEVENTHAL

IN WITNESS WHEREOF, HP and TeleMedia have caused this Agreement to be signed by their respective representatives thereunto duly authorized, and each of the Sellers has signed this Agreement, all as of the date first written above.

HEWLETT-PACKARD COMPANY

By: _____

Its: _____

TELEMEDIA DEVICES, INC.

By: _____

Its: _____

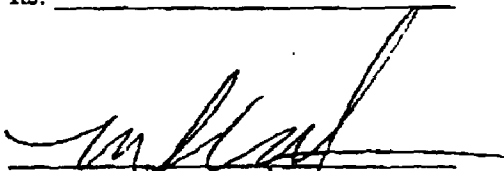
SELLERS:

RICHARD A. ROSS

KINETECH, INC.

By: _____

Its: _____



MARGRETH LEVENTHAL

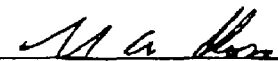
IN WITNESS WHEREOF, HP and TeleMedia have caused this Agreement to be signed by their respective representatives thereunto duly authorized, and each of the Sellers has signed this Agreement, all as of the date first written above.

HEWLETT-PACKARD COMPANY

By: 

Its: Marketing Manager EM/0

TELEMEDIA DEVICES, INC.

By: 

Its: President

SELLERS:



RICHARD A. ROSS

KINETECH, INC.

By: _____

Its: _____

MARGRET LEVENTHAL

SCHEDULE 3
Schedule of Exceptions

REDACTED

3.16.(b)

REDACTED

TeleMedia filed a provisional patent application on
October 1, 1997 followed by a patent application on April 1, 1998 with the

REDACTED

3.20

Richard A. Ross
President and Chief Executive Officer

REDACTED