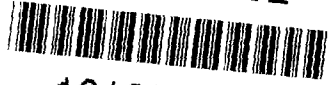


02-15-2002



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U.S. DEPARTMENT OF COMMERCE
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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

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10/061775



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

1. Name of conveying party(ies):

Matthew D. Ellis

01/31/02

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Zyvex Corporation

Internal Address: _____

Street Address: 1321 North Plano Road

City: Richardson

State: TX Zip: 75081

Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 01-29-2002

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: 01-29-2002

A. Patent Application No.(s): _____

B. Patent No.(s): _____

Additional numbers attached? Yes No

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

Name: William B. Tiffany
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 50767/P030US/10108679

Street Address: 2200 Ross Avenue
Suite 2800

City: Dallas State: TX Zip: 75201

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:

06-2380

(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.

William B. Tiffany
Name of Person Signing

William B. Tiffany
Signature, Reg. No. 41,347

January 31, 2002
Date

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

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EL315090938US, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: January 31, 2002

Signature: Joy H. Perigo (Joy H. Perigo)

25124081.1

02/14/2002 TD1A21 00000023 10061775

40.00 OP

PATENT
REEL: 012571 FRAME: 0032

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Matthew D. Ellis (hereinafter referred to as Assignor), residing at 624 Huntington Lane, Allen, Texas 75002;

WHEREAS, Assignor has invented certain new and useful improvements in ELECTROTHERMAL QUADMORPH MICROACTUATOR, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Zyvex Corporation, a Corporation organized under and pursuant to the laws of Texas having its principal place of business at 1321 North Plano Road, Richardson, Texas 75081 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

25112363.1

Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

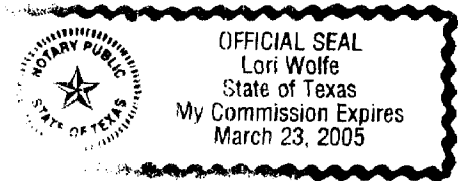
Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	David H. Tannenbaum	24,745
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	William B. Tiffany	41,347
Matthew D. Jones	44,810	Michael A. Papalas	40,381	R. Ross Viguet	42,203

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Matthew D. Ellis
Matthew D. Ellis

Date: January 29, 2004

United States of America)
State of Texas) ss.:
County of Dallas)



On this 29th day of January, 2004, before me personally came Matthew D. Ellis, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Lori Wolfe
Notary Public

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Matthew D. Ellis (hereinafter referred to as Assignor), residing at 624 Huntington Lane, Allen, Texas 75002;

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AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	David H. Tannenbaum	24,745
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	William B. Tiffany	41,347
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Matthew D. Ellis
Matthew D. Ellis

Date: January 29, 2002

United States of America)
State of Texas) ss.:
County of Dallas)



On this 29th day of January, 2002, before me personally came Matthew D. Ellis, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Lori Wolfe
Notary Public