

02-22-2002

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FORM PTO-1595  
1-31-92



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Docket No. 01339.0005.NPUS03

101989939

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):  
Marcel Gavriiliu and Alan H. Barr  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party:  
Name: California Institute of Technology

Internal Address: 1200 E. California Blvd., Mail Code 201-85

City: Pasadena State: CA Zip: 91125

Street Address: Same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: \_\_\_\_\_

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/

B. Patent No(s):

Additional numbers attached?  Yes  No

09956590

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

6. Total number of applications and patents involved: 1

Internal Address: **HOWREY SIMON ARNOLD & WHITE, LLP**  
Box No. 34  
301 Ravenswood Avenue  
Menlo Park, CA 94025

7. Total fee (37 CFR 3.41): \$ 40.00  
 The Commissioner is authorized to charge our Deposit Account No. 08-3038, Referencing Docket No. 01339.0006.NPUS00.

Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: **08-3038**

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.

Date: January 29, 2002

Robert C. Laurenson, Reg No. 34,206

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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**ASSIGNMENT**

WHEREAS, we, MARCEL GAVRILIU, a citizen of Romania, residing at 1304 Cordova Street, Pasadena, CA 91106, and ALAN H. BARR, a citizen of the United States, residing at 395 N. San Rafael Avenue, Pasadena, CA 91105, have made new and useful improvements in **EFFICIENT METHOD OF IDENTIFYING NON-SOLUTION OR NON-OPTIMAL REGIONS OF THE DOMAIN OF A FUNCTION**, for which an application for Letters Patent of the United States was filed on September 18, 2001, as Application No. 09/956,590.

WHEREAS, CALIFORNIA INSTITUTE OF TECHNOLOGY, having a place of business at **1200 East California Boulevard, Mail Code 201-85, Pasadena, CA 91125**, and who, together with its successors and assigns (“Assignee”) is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, including all claims, if any, for infringement prior to the date of this assignment, the inventions and discoveries described therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.


2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly 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; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17 day of JANUARY, 2002.

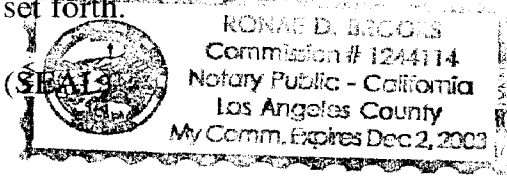
  
\_\_\_\_\_  
Marcel Gavrilu

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS:

On this 17 day of JANUARY, 2002, before me personally appeared Marcel Gavrilu, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.



  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: Dec. 2, 2003

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17 day of  
JANUARY, 2002.

Alan H. Barr  
Alan H. Barr

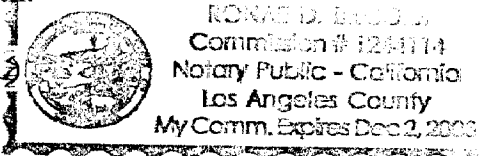
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS:

On this 17 day of JANUARY, 2002, before me personally appeared Alan H. Barr, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)



Rome D. Brooks

NOTARY PUBLIC

My Commission Expires: Dec 2, 2003