

03-11-2002

Docket No.: 11427.00

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Of



102009743

Tab settings

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

1. Name of conveying party(ies):

ZeroNines, Inc., a Delaware corporation
Alan Gin
Keith Fukuhara

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **14 January 2002**

2. Name and address of receiving party(ies):

Name: **ZeroNines Technology, Inc., a Colorado corp.**

Address: **450 East Happy Canyon**

City: **Castle Rock**

State/Prov.: **CO**

Country: **USA**

ZIP: **80104**

Additional name(s) & address(es)

☐ Yes ☒ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)

60/233,077

15 September 2000

09/676,699

20 September 2000

Additional numbers

☐ Yes ☒ No

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

Name: **Gregory P. Durbin**

Registration No. **42,503**

Address: **Dorsey & Whitney LLP**

Republic Plaza Building, Suite 4700

370 Seventeenth Street

City: **Denver**

State/Prov.: **CO**

Country: **USA**

ZIP: **80202-5647**

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$ **80.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1415

(Attach duplicate copy of this page if paying by deposit account)

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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.

Reed R. Heimbecher

Name of Person Signing

Signature

4

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 012642 FRAME: 0200

ASSIGNMENT

WHEREAS, we, ZeroNines, Inc., a Delaware corporation, of P.O. Box 4790, Foster City, California 94404, Alan Gin of 250 Spinnaker Street, Foster City, California 94404 and Keith Fukuhara of 608 Southview Court, Belmont, California 94002 have made certain new and useful inventions relating to a fault tolerant, state-compatible computer system and method for which we have made provisional application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Provisional Application No. 60/233,077, filed on September 15, 2000, for FAULT TOLERANT, STATE-COMPATIBLE COMPUTER SYSTEM AND METHOD and application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application No. 09/676,699 filed on September 29, 2000, for FAULT TOLERANT, STATE-COMPATIBLE COMPUTER SYSTEM AND METHOD; and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, ZeroNines Technology, Inc., a Colorado corporation, whose office address is 450 East Happy Canyon, Castle Rock, Colorado 80104, is desirous of acquiring the entire interest in and to said inventions, said application, or any nonprovisional, continuation, continuation-in-part, divisional, renewal, or substitute thereof, and the Letters Patent, or any reissue or reexamination thereof, to be obtained therefore and all copyrights, trademarks, trade secrets and other confidential rights resulting therefrom that in any way relate to the current business of ZeroNines, Inc. and including its Fault Tolerant, State-Compatible Computer System and Method ("Intellectual Property");

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said ZeroNines Technology, Inc., and said assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said Intellectual Property and invention, said provisional application, said application and any continuation, continuation-in-part, divisional, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or reexamination thereof; and we do hereby authorize and request the Commissioner of Patents

to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

We HEREBY AUTHORIZE the above-mentioned assignee to insert in this instrument the filing date and serial number of said application.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

This Assignment is effective November 27, 2001.

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IN WITNESS WHEREOF, we have hereunto set our hands and affixed our
seals on the date indicated below.

ZERONINES, INC.

Alan Gin
Alan Gin, President

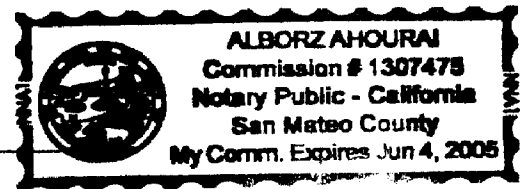
Alan Gin
Alan Gin, Individually

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.

On this 14th day of January, 2002, before me a notary public in
and for said county, appeared Alan Gin who is ~~personally known to me~~ to be the same person
whose name is subscribed to the foregoing instrument, and acknowledged that he signed,
sealed and delivered the same instrument as a free and voluntary act for the uses and purposes
therein set forth.

(S E A L)

Alborz Ahourai
Notary Public



Keith Fukuhara
Keith Fukuhara

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.

On this 14th day of January, 2002, before me a notary public
in and for said county, appeared Keith Fukuhara who is personally known to me to be the
same person whose name is subscribed to the foregoing instrument, and acknowledged that
he signed, sealed and delivered the same instrument as a free and voluntary act for the uses
and purposes therein set forth.

(S E A L)

Alborz Ahourai
Notary Public

