

04-17-2002

FORM PTO-1595
1-31-92

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SHEET

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Patent and Trademark Office

102058623

To the Honorable Assistant Commissioner for Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pavel I. Lazarev, Michael V. Paukshto

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

[] Yes [x] No

3. Nature of Conveyance:

☒ Assignment☐ Security Agreement☐ Other☐ Merger☐ Change of Name

Execution Date: February 4, 2002

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

Name: Optiva, Inc.

Internal Address:

Street Address: 377 Oyster Point Blvd. #13

City: South San Francisco

State: CA

Zip: 94080

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

4. Application number(s) or patent number(s): 10/043,959

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

A. Patent Application No.(s)

10/043,959

B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

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

Name: Aldo J. Test

Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41):.....\$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-71213/AJT

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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.

William E Nuttle

Name of Person Signing

Signature

March 13, 2002

Date

Total number of pages including cover sheet, attachments and document: [3]

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

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

Honorable Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

File No. A-71213/AJT

Rev. 8/93 (1040295)

04/16/2002 TDI A21 00000215 10043959

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PATENT
REEL: 012788 FRAME: 0227

ASSIGNMENT

WHEREAS, the undersigned, **Pavel I. Lazarev**, a resident of **Belmont, California**, and **Michael V. Paukshto**, a resident of **San Mateo, California** (hereinafter "inventors") have invented certain new and useful improvements in ***DEVICE AND METHOD FOR FORMING ANISOTROPIC FILMS***, for which invention we have executed application for Letters Patent Serial no. 10/043,959 filed January 8, 2002, which application claims priority to Russian Application No. 99103911 filed March 1, 1999 and to PCT Application No. PCT/RU00/00045 filed February 9, 2000.

WHEREAS, **OPTIVA, INC.** (hereinafter termed "Assignee"), a Corporation of the State of California, having a place of business at 377 Oyster Point Blvd., #13, South San Francisco, California 94080, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications cover-

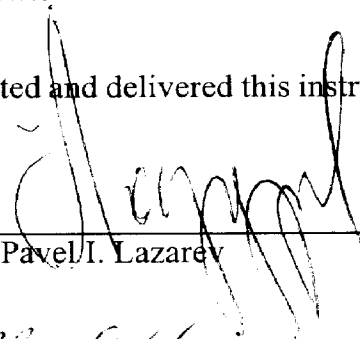
ing said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said assignee on:

Date: 02/04/02


Pavel I. Lazarev

WITNESSES:

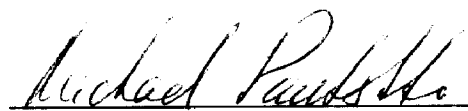
Date: 02/04/02

Signed: Alla Sakharova
Print Name: Alla Sakharova

Date: 02/04/02

Signed: Mary J. Champion
Print Name: MARY J. CHAMPION

Date: 01.30.02


Michael V. Paukshto

WITNESSES:

Date: 01/30/2002

Signed: Alla Sakharova
Print Name: Alla Sakharova

Date: 01/30/02

Signed: Mary J. Champion
Print Name: MARY J. CHAMPION