

06-24-2002



Atty. Docket No. 3524/54

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102131294 PATENTS ONLY

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

1. Name of conveying party(ies):

Additional name(s) of conveying party(ies) attached? Yes No
Michael R. BLOOMBERG; Helmars Eriks OZOLINS; Alphonso CASTAGNA; and Dennis L. KAPPEN

6.12.02

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

Name: Bloomberg LP

Street Address: 499 Park Avenue, New York, NY 10022

3. Nature of conveyance:

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

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

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)

29/154,402 filed 22 January 2002

B. Patent No.(s)

Additional numbers attached? Yes No

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

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP

900 Third Avenue

New York, New York 10022
(212) 895-2000

6. Total number of applications and patents involved: 1

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

- Check enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 02-4270

(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above 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.

Matthew J. Marquardt, Reg. No. 40,997

Name of Person Signing

Signature

4 June 2002

Date

Total number of pages including cover sheet, attachments and document: 5

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

06/18/2002 RHAKIS1 00000055 29154402

04 FC:581

40.00 DP

ASSIGNMENT

WHEREAS, we, Michael R. BLOOMBERG, a citizen of the United States of America, residing at New York, New York; Helmars Eriks OZOLINS, a citizen of the United States of America, residing at Orient, New York; Alphonso CASTAGNA, a citizen of Canada, residing at Etobioke, Ontario, Canada; and Dennis L. KAPPEN, a Citizen of Canada, residing at Mississauga, Ontario, Canada, (hereinafter together with our heirs, executors, administrators and legal representatives referred to herein as "Assignor"), have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Patent of the United States (hereinafter referred to as "said Application") titled "Telephone Handset and Fingerprint Sensor," filed 22 January 2002 in the United States Patent and Trademark Office, and assigned serial number 29/154,402; and

WHEREAS, Bloomberg LP (hereinafter together with its successors and assigns referred to as "Assignee"), a limited partnership organized and existing under the laws of Delaware, having a place of business at 499 Park Avenue, New York, New York 10022, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said Application.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under said invention(s) and said Application, including (a) the right to apply for patents in the United States of America and in all foreign countries for said invention(s), (b) all applications for patents for said invention(s) or based on said Application in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said Application, (c) all patents which may issue on said invention(s) and on any application transferred by this Assignment in the United States and foreign countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for said invention(s) or upon such Application, for the full term or terms for which the patents may be issued, and (d) every priority right that is or may be predicated upon or arise from said invention(s), said Application and such patents under any applicable international or bilateral treaty, agreement or convention. Assignor hereby authorizes Assignee to file patent applications in all countries for any or all of said invention(s) in Assignor's name, or in Assignee's name, or otherwise as Assignee may deem advisable, under any international or bilateral treaty, agreement or convention, or otherwise.

Assignor hereby covenants and agrees that Assignor will, upon reasonable request of Assignee, subject to Assignor's prior commitments, and without further consideration but at the expense of the Assignee, communicate any facts known to Assignor relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers required to effect the foregoing, and generally do all further acts which may be deemed necessary by Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

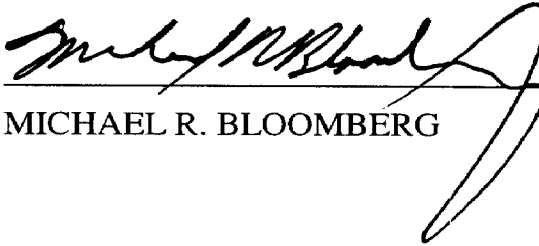
Assignee agrees to indemnify and defend Assignor from and against all claims, law suits, expenses, liabilities, awards, damages, judgments, sanctions, or losses ("Claims") which Assignee may incur or to which Assignor may become subject and which relate to or arise out of Assignee's use of the said invention(s). Assignee also agrees to reimburse Assignor for all expenses (including reasonable counsel fees) as they are incurred by Assignor in defending against or providing evidence relating to any such Claims; provided that Assignee shall have the exclusive right to select counsel to defend Assignor against any such Claims. Assignee shall have no indemnification or defense obligation to Assignor with respect to any action involving Assignor's breach of contract, bad faith, willful or reckless misconduct, or with respect to violation of any policy, procedure, or instruction, of Assignee, or to the extent that the Claims arise as a result of or relate to Assignor's conduct outside the ordinary course of any employment of Assignor by Assignee. Assignor hereby agrees promptly to notify Assignee in the event Assignor receives actual notice of any such Claims. Assignor also agrees to cooperate with Assignee in Assignee's defense against Claims by making himself / herself / themselves available at reasonable times and reasonable places to representatives of Assignee and/or Assignee's legal counsel.

This Assignment may be executed in several counterparts, each of which will be an original, but all of which, when taken together, will constitute one and the same instrument.

If any part of this Assignment shall be held by a court of competent jurisdiction to be void, invalid or inoperative, the remaining provisions of this Assignment shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

IN TESTIMONY WHEREOF, Assignor has executed this document on the date indicated below.

Date: MAY 23, 2002



MICHAEL R. BLOOMBERG

STATE OF New York)

) ss.:

COUNTY OF New York)

On MAY 23, 2002, before me, the undersigned, personally appeared Michael R. BLOOMBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual taking acknowledgment

DOUGLAS ULENE
Notary Public, State Of New York
No. 31-6022542
Qualified In New York County
Commission Expires Jan. 18, 2008

Date: MAY 31, 2002



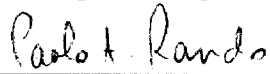
HELMARS ERICKS OZOLINS

STATE OF New York)

) ss.:

COUNTY OF New York)

On MAY 31, 2002, before me, the undersigned, personally appeared Helmars Ericks OZOLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual taking acknowledgment

PAOLO A. RAMUNDO
Notary Public, State of New York
No. 02RA6029081
Qualified In New York County
Commission Expires August 05, 2005

Date: 16th MAY 2002

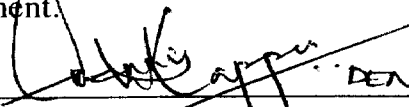

ALPHONSO CASTAGNA

MISSISSAUGA)

) ss.:

PROVINCE OF ONTARIO)

On 16th MAY, 2002, before me, the undersigned, personally appeared Alphonso CASTAGNA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


DENNIS L. KAPPEN
Signature and Office of individual taking acknowledgment

Date: 16th MAY 2002

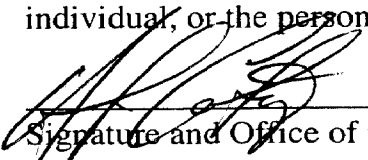

DENNIS L. KAPPEN

MISSISSAUGA)

) ss.:

PROVINCE OF ONTARIO)

On 16th MAY, 2002, before me, the undersigned, personally appeared Dennis L. KAPPEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


ALPHONSO CASTAGNA
Signature and Office of individual taking acknowledgment