FORM PTO-159 1-31-92 JUL D B 2002 102	5-2002 <b>ET</b> U.S. DEPARTMENT OF COMMERCE 155460 Patent and Trademark Office
To the Commissioner of Patents and Trademarks: P         1. Name of conveying party(ies):         Phormax Corporation         Additional name(s) of conveying party(ies) attached?         Yes         Xoo         3. Nature of conveyance:	2. Name and address of receiving party(ies):         Name: Alara, Inc.         Street Address:       2545 Barrington Court         City/State/Zip: Hayward, CA 94545
Assignment       Image: Merger         Security Agreement       Image: Change of Name         Other       Other	Additional name(s) & address(es) attached?
<ul> <li>4. Application number(s) or patent number(s): 6,268,613</li> <li>If this document is being filed together with a new application</li> <li>A. Patent Application No.(s): 09/260,890</li> </ul>	B. Patent No.(s): 6,268,613
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Hao Tung Internal Address: Heller Ehrman White & McAuliffe LLP 275 Middlefield Road Menlo Park, CA 94025-3506	<ul> <li>8. Deposit account number: <u>08-1641</u> (Attorney Docket No.: 39315-0003)</li> </ul>
<ul> <li>9. Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing in the original document.</li> <li>Hao Tung</li> <li>Name of Person Signing</li> </ul>	USE THIS SPACE formation is true and correct and any attached copy is a true copy of $6/28/\delta z$ Date umber of pages including cover sheet, attachments, and document: [4]

## CORPORATE TO CORPORATE ASSIGNMENT

Whereas, <u>Phormax Corporation</u>, having a place of business at <u>750 N. Mary St.</u>, <u>Sunnyvale, CA 94085-2928</u>, (hereinafter termed "Assignor"), owns <u>100%</u> interest in the right and title in any and all inventions described in the below patent applications and patents (hereinafter collectively referred to as "Inventions"):

U.S. Application Serial No.	Filing Date
60/101,840	September 25, 1998
09/404,007	September 23, 1999
60/110,151	November 25, 1998
09/444,521	November 22, 1999
09/449,041	November 24, 1999
09/447,444	November 22, 1999
09/449,024	November 24, 1999
09/447,451	November 22, 1999
60/137,683	June 4, 1999
60/155,336	September 22, 1999
60/155,335	September 22, 1999
60/201,324	May 2, 2000
09/847,950	May 2, 2001
09/847,857	May 1, 2001
60/289,941	May 9, 2001
60/302,816	July 30, 2001
60/301,514	June 27, 2001

U.S. Patent	Issue Date	
6,268,613	July 31, 2001	
D412701	August 10, 1999	
6,355,938	March 12, 2002	
D442963	May 29, 2001	
D450385	November 13, 2001	

Invention Disclosures (Townsend ID Number)	Title
018482-001600US (MDB)	Phosphor Screen Erasure System
018482-001700US (MDB)	Phosphor Screen Identification System
018482-001800US (MDB)	Digital Filter Design by Simulated Annealing
018482-002000US (MDB)	System for Image Plate Static Dissipation

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Foreign Applications	Application No.
AU 15961/00	September 23, 1999
CA 2,345,266	September 23, 1999
EP 99958635.7	September 23, 1999
IL 142141	September 23, 1999
IN 2001/00316	September 23, 1999
JP 2000-572887	September 23, 1999
KR 2001-7003809	September 23, 1999
PCT/US99/22104	September 23, 1999
SG 200101620-3	September 23, 1999
AU 18334/00	November 23, 1999
CA 2352139	November 23, 1999
EP 99961836.6	November 23, 1999
IL 143412	November 23, 1999
IN 2001/00561	November 23, 1999
JP 2000-585643	November 23, 1999
KR 1020017006585	November 23, 1999
PCT/US99/28133	November 23, 1999
SG 200103116-0	November 23, 1999
AU 31045/00	November 23, 1999
CA 2352156	November 23, 1999
EP 99965042.7	November 23, 1999
IL 143411	November 23, 1999
IN 2001/00562	November 23, 1999
JP 2000-584345	November 23, 1999
KR 1020017006584	November 23, 1999
PCT/US99/28007	November 23, 1999
SG 200103115-2	November 23, 1999
PCT/US99/28132	November 23, 1999
PCT/US01/14176	May 2, 2001
PCT/US01/14172	May 2, 2001

WHEREAS, <u>Alara, Inc</u>, a corporation, having a place of business at <u>2545 Barrington</u> <u>Court, Hayward, CA 94545-1134</u>, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest that Assignor has to the Inventions including any and all patent applications, patents, inventor's certificates and other forms of protection in the United States and in foreign countries.

NOW, THEREFORE, in consideration of the good and valuable consideration that Assignor receives from Assignee under the Asset Purchase Agreement entered into as of May 1, 2002, by and between Assignor and Assignee:

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## PATENT REEL: 013072 FRAME: 0810

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title and interest (a) in and to the Inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on the Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on the Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or continuation in part of any of said patents; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents;

2. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include executing any petitions, oaths, specifications, declarations or other papers, and any other assistance deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for any legal or administrative proceedings involving said Inventions and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions;

3. Assignor hereby warrants and represents that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith;

4. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee as of the date written below.

Date: \_\_\_\_\_5/1/02\_\_\_\_\_

<b>ASSIGNOR NAME:</b>	Phormax
Corporation,	. <i>Л</i> .

By: <u>Mark C. PLATHER</u> Sign: <u>MARK C. PLATHER</u>

Title: CED

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## **RECORDED: 07/08/2002**

## PATENT REEL: 013072 FRAME: 0811