

08-05-2002



ney Docket No: S99-220

RECC 102179179  
FOR ASSIGNMENT OF PATENT

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

7-29-02

**H.F. Machiel Van Der Loos**  
101 Phillips Lane  
Woodside, CA 94062-2624

**Joel S. Ford**  
728 Calderon Ave., Apt. A  
Mountain View, CA 94041

**Hisato Kobayashi**  
Nishiogi-Kita 2-12-9-204  
Suginami-ku, Tokyo 167-0042  
Japan

**Joe Norman**  
812 Arbor Road  
Menlo Park, CA 94025

**Tomoaki Osada**  
Shinmachi 3-2-21  
Fujisawa-shi, Kanagawa 251-0042  
Japan

2. Assignee:

**The Board of Trustees of the Leland Stanford Junior University**  
Office of Technology Licensing  
900 Welch Road, Suite 350  
Palo Alto, CA 94304

And

**The United States of America as represented by the Department of Veterans Affairs**  
Office of General Counsel-PSG IV (024)  
810 Vermont Avenue N.W.  
Washington, D.C. 20420

3. Execution Date of Assignment of Entire Interest in Patent Application: 7/19/2002

4A. Patent Application No.: 09/710,495

4B. Patent Number: Not Yet Assigned

5. Correspondence address: Dr. Ron Jacobs  
LUMEN  
45 Cabot Avenue, Suite 110  
Santa Clara, CA 95051

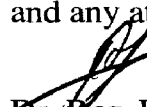
07/31/2002 CCHAUE 00000033 09710495 40.00 DP  
03 FC:561

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

  
Dr. Ron Jacobs  
Reg. No. 50,142

Date: 7/22/02  
telephone: (408) 260-7300

Total number of pages including cover sheet, attachments, and document: 12

## ASSIGNMENT

THIS ASSIGNMENT, by  
**H.F. MACHIEL VAN DER LOOS, JOEL S. FORD, HISATO KOBAYASHI, JOE  
NORMAN, TOMOAKI OSADA**

(hereinafter referred to as the Assignors), residing at **Woodside, California; Mountain View, California; Tokyo, Japan; Menlo Park, California; and Kanagawa, Japan**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

### SLEEPSMART

For Application No. **09/710,495** filed on **November 10, 2000**.

WHEREAS,

#### **The Board of Trustees of the Leland Stanford Junior University**

a body having corporate powers under the laws of the state of **CALIFORNIA, STANFORD, CALIFORNIA 94305**; and

#### **The United States of America as represented by the Department of Veterans Affairs**

a body having corporate powers under the laws of the state of **DISTRICT OF COLUMBIA** (hereinafter referred to as the Assignees) are desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignees have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignees, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignees for their own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.

3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignees, whereby said Assignees may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignees. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said

inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignees, their successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignees to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.


7. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignees as the assignees of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 7/18/2002 \_\_\_\_\_ H.F. Machiel Van der Loos  
H.F. Machiel Van der Loos

State: California County: Santa Clara

Subscribed and sworn to before me on this 18<sup>th</sup> day of July, 2002



\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_ \_\_\_\_\_  
Joel S. Ford

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_  
Hisato Kobayashi

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_  
Joe Norman

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_  
Tomoaki Osada

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

## ASSIGNMENT

THIS ASSIGNMENT, by

**H.F. MACHIEL VAN DER LOOS, JOEL S. FORD, HISATO KOBAYASHI, JOE NORMAN,  
TOMOAKI OSADA**

(hereinafter referred to as the Assignors), residing at **Woodside, California; Mountain View, California; Tokyo, Japan; Menlo Park, California; and Kanagawa, Japan**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

### SLEEPSMART

For Application No. **09/710,495** filed on **November 10, 2000**.

WHEREAS,

#### **The Board of Trustees of the Leland Stanford Junior University**

a body having corporate powers under the laws of the state of **CALIFORNIA, STANFORD, CALIFORNIA 94305**; and

#### **The United States of America as represented by the Department of Veterans Affairs**

a body having corporate powers under the laws of the state of **DISTRICT OF COLUMBIA** (hereinafter referred to as the Assignees) are desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignees have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignees, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignees for their own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignees, whereby said Assignees may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignees. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said

inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignees, their successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignees to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignees as the assignees of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: \_\_\_\_\_  
H.F. Machiel Van der Loos

State: \_\_\_\_\_ County: \_\_\_\_\_

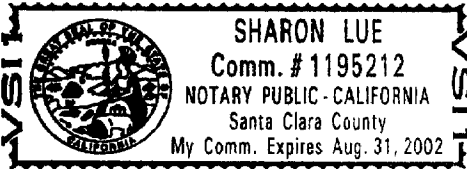
Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Notary Public

Date: 7/19/02 \_\_\_\_\_  
Joel S. Ford  
 Joel S. Ford

State: California County: Santa Clara

Subscribed and sworn to before me on this 19<sup>th</sup> day of July, 2002



SHARON LUE  
 Comm. # 1195212  
 NOTARY PUBLIC - CALIFORNIA  
 Santa Clara County  
 My Comm. Expires Aug. 31, 2002

Sharon Lue  
 Notary Public

Date: \_\_\_\_\_  
Hisato Kobayashi

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_  
Joe Norman

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_  
Tomoaki Osada

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public



## ASSIGNMENT

THIS ASSIGNMENT, by

**H.F. MACHIEL VAN DER LOOS, JOEL S. FORD, HISATO KOBAYASHI, JOE NORMAN,  
TOMOAKI OSADA**

(hereinafter referred to as the Assignors), residing at **Woodside, California; Mountain View, California; Tokyo, Japan; Menlo Park, California; and Kanagawa, Japan**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

### **SLEEPSMART**

For Application No. **09/710,495** filed on **November 10, 2000**.

WHEREAS,

#### **The Board of Trustees of the Leland Stanford Junior University**

a body having corporate powers under the laws of the state of **CALIFORNIA, STANFORD, CALIFORNIA 94305**; and

#### **The United States of America as represented by the Department of Veterans Affairs**

a body having corporate powers under the laws of the state of **DISTRICT OF COLUMBIA** (hereinafter referred to as the Assignees) are desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignees have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignees, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignees for their own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.

3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignees, whereby said Assignees may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignees. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignees) which are deemed

necessary or desirable by Assignees for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignees, their successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignees to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignees as the assignees of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: \_\_\_\_\_  
H.F. Machiel Van der Loos

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_  
Joel S. Ford

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

Hisato Kobayashi

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: 7-19-02 \_\_\_\_\_ [Signature]

Joe Norman

State: California County: San Mateo

Subscribed and sworn to before me on this 19 day of July, 2002



[Signature]  
Notary Public

Date: \_\_\_\_\_

Tomoaki Osada

State: \_\_\_\_\_ County: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

Notary Public