08-27	-2002 ——————————
FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	U.S. Department of Commerce Patent And Trademark Office
To the Honorable Commissioner 10220)2575 original document or copy thereof.
1. Name of conveying party(ies): APM DESIGN LABS, INC. S	2. Name and address of receiving party(ies): Name: APM DESIGN LABORATORIES, INC. Internal Address:
3. Nature of conveyance: _X_AssignmentMerger	Street Address: <u>8826 W. ALICE AVENUE</u>
Security Agreement Change of Name Other	City: <u>PEORIA</u> State: <u>AZ</u> Zip: <u>85345</u>
Execution Date:AUGUST 8, 2002	Additional name(s) & address(es) attached? Yes X No
	n date of the application is:
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: One Patent
Name: C. Dale Quisenberry (2763.002CDQ)	7. Total fee (37 C.F.R. § 3.41) \$ <u>40.00</u>
Internal Address: Goldstein & Polasek, L.L.P.	<u>X</u> Enclosed
	\underline{X} Authorized to be charged to deposit account if fee is missing or inadequate.
Street Address: <u>1177 West Loop South, Suite 400</u> 	 8. Deposit account number: 20-1299; Order No. 2763.002CDO (Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true on <u>C. Dale Ouisenberry</u> Name of Person Signing Signature	E THIS SPACE Conflect and any attached copy is a true copy of the original document. August 13, 2002 Date Otal number of pages including cover sheet, attachments and document: 3
	th required cover sheet information to:
Commissioner of Patents &	Trademarks, Box Assignments n, D.C. 20231
:\CLIENT\2\2763\002\PTO\ASSG1.REC	PATENT

REEL: 013211 FRAME: 0095

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, APM DESIGN LABS, INC., the record owner of U.S. Letters Patent No. 5,640,497, issued on June 17, 1997 and entitled "Layout Redesign Using Polygon Manipulation" ("the '497 patent"), and its predecessors, successors and assigns, by and through their duly authorized undersigned representative, PHILLIP ALEXANDER WOOLBRIGHT, do hereby:

SELL, ASSIGN AND TRANSFER to APM DESIGN LABORATORIES, ("Assignee"), a corporation organized and existing INC. under the laws of the State of Arizona, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the '497 patent, such Letters Patent and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including (a) the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States, and (b) the right to sue for and recover all past, present and future damages for infringement of the '497 patent;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of Assignee, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining

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and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

APM DESIGN LABS, INC.

Bv:

PHILLIA ALEXANDER WOLBRIGHT, individually and on behalf of APM DESIGN LABS, INC. and its predecessors, successors and assigns

THE STATE OF ARIZONA

COUNTY OF MARICOPA

BEFORE ME, the undersigned authority, on this $g^{T^{-}}$ day of August, 2002, personally appeared PHILLIP ALEXANDER WOOLBRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF ARIZONA

GLEN E. STEVENS Notary Public - Arizona Maricopa County My Commission Expires August 6, 2005

Date: August **4**, 2002

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RECORDED: 08/22/2002