## IN THE UNITE

09-11-2002

MARK OFFICE

Docket No.: CDST-S170

Thereby certify that this transmittal of the below described document is using States Postal Service in an envelope bearing First Class Postage and addressed to the U.S. Patent and Trademark Office, Assignment Branch, North Tower Building, Suite 10C35, Washington, D.C., 202317 on the below date of deposit.

Date of 00 (04 (02

09/04/02 Name of Person Making the Deposit:

ANTHONY CHOU

Signature of the Person Making the Deposit: anthony Cha

The Assistant Commissioner for Patents

Washington, D.C. 20231

Sir:

Deposit:

Please record the attached original document(s) or copy(ies) thereof:

## Transmittal of an Assignment

1. Name of conveying Timothy A. Derouin and Sudhakar Gopalakrishnan party(ies):

Serial No.:

Group Art Unit:

Filed:

09/04/02

Examiner:

2. Name and Address of CANDESCENT TECHNOLOGIES CORPORATION Receiving party(ies) 6580 VIA del Oro, San Jose, CA 95119

3. Nature of Conveyance: Assignment Execution Date: 08/27/02 and 08/28/02

4. New Patent Application entitled:

00/21/02 and 0

8/02 10234745 HIGH COEFFICIENT OF THERMAL EXPANSION

SPACER STRUCTURE MATERIALS

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

Name: Address Lawrence R. Goerke

Wagner, Murabito & Hao LLP

is enclosed

Two North Market Street, Third Floor, San Jose, CA 95113

Phone

(408) 938-9060

6. Total Number of applications and patents involved: ONE

Fee Calculation (for other than a small entity)

Assignment Recordation Fee, per property

**Total Fees** (37 CFR 3.41) x The amount of \$ 40.00 1 **X** \$40.00

\$40.00

- **8**. At any time during the pendency of this application, please charge any additional fees required or credit any overpayments to Deposit Account 23-0085. A duplicate copy of this transmittal is enclosed.
- 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.

Name Lawrence R. Goerke

Reg. No. 45,927

Date: September 4, 2002

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rev. 6/97 jpw

PATENT REEL: 013262 FRAME: 0801

Docket No.: CDST-S170

## Assignment to Candescent Technologies Corporation

In consideration of good and valuable consideration, receipt of which is hereby acknowledged, I/we Timothy A. Derouin do hereby sell, assign and transfer unto Candescent Technologies Corporation (hereinafter called Candescent), a California Corporation having its principal place of business at 6580 Via del Oro, San Jose, California 95119, and its successors and assigns, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements, including the right of priority in, to, and under, the application for the United States patent entitled: HIGH COEFFICIENT OF THERMAL EXPANSION SPACER STRUCTURE MATERIALS X filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; or Serial No.: filed on and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; Further, I/we have agreed to assign to Candescent all inventions (except as otherwise limited by law) which relate to Candescent business and which were first conceived or actually reduced to practice during my/our employment by Candescent: And for the above consideration, I/we agree promptly upon request of Candescent, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to Candescent, its successors and assigns, the inventions described in said application and all patent rights therein. in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Candescent: I/we further covenant with Candescent, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned; In witness whereof, I/we hereunte set my/our hand(s) and seal.

Inventor's Signature:

Date: 8-27-02

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PATENT REEL: 013262 FRAME: 0802

Docket No.: CDST-S170

## Assignment to Candescent Technologies Corporation

In consideration of good and valuable consideration, receipt of which is hereby acknowledged, I/we Sudhakar Gopalakrishnan do hereby sell, assign and transfer unto Candescent Technologies Corporation (hereinafter called Candescent), a California Corporation having its principal place of business at 6580 Via del Oro, San Jose, California 95119, and its successors and assigns, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements, including the right of priority in, to, and under, the application for the United States patent entitled: HIGH COEFFICIENT OF THERMAL EXPANSION SPACER STRUCTURE MATERIALS x filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; or Serial No.: filed on and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; Further, I/we have agreed to assign to Candescent all inventions (except as otherwise limited by law) which relate to Candescent business and which were first conceived or actually reduced to practice during my/our employment by Candescent: And for the above consideration, I/we agree promptly upon request of Candescent, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to Candescent, its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Candescent: I/we further covenant with Candescent, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned; In witness whereof, I/we hereunto set my/our hand(s) and seal. Inventor's Signature: Date: C 8/28/2002

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PATENT REEL: 013262 FRAME: 0803

RECORDED: 09/04/2002