


11-27-2002

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ON FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gary Powell
Richard L. Hazard

11-22-02

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

Lightwind Corporation
One Embarcadero Center, 12th Floor
San Francisco, CA 94111

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Additional name(s) & address(es) attached?

☐ Yes ☒ NoExecution Date: **14 February 2002**4. Application number(s) or patent number(s): **10/038,090**

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s):

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Ernest J. Beffel, Jr.
Haynes Beffel & Wolfeld LLP
P.O. Box 366
Half Moon Bay, CA 94019

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) **\$40.00**
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: **50-0869**
 (Attorney Docket No.: PACT 1000-2)

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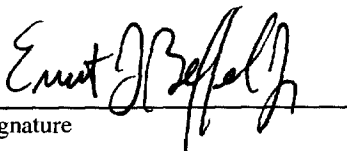
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9. Statement and signature.

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.

Ernest J. Beffel, Jr., Reg. No. 43,489
 Typed Name Reg. No.

Signature



15 November 2002
 Date

Total number of pages including cover sheet, attachments and document: [4]

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

(1) Gary Powell
1401 Sunset Drive
Petaluma, CA 94952

(2) Richard L. Hazard
3237 La Canada
Lafayette, CA 94549

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD AND DEVICE UTILIZING PLASMA SOURCE FOR REAL-TIME GAS
SAMPLING**

and have filed an application for a United States patent disclosing and identifying the above invention on 29 October 2001 as Application No. 10/038,090, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the 14 day of February, 2002;

(2) the 14 day of February, 2002;

(hereinafter termed "application"); and

WHEREAS, **Lightwind Corporation**, a corporation of **Delaware**, having a place of business at One Embarcadero Center, 12th Floor, San Francisco, CA 94111 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors 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.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

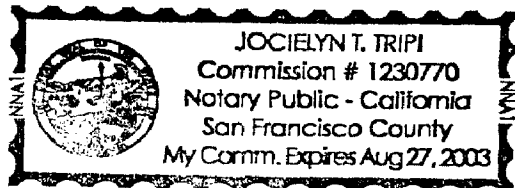
Gary Powell
Gary Powell

February 14, 2002
Date

State of California)
County of San Francisco)
On 2/14/02, 2002, before me, Jocelyn T. Tripi,
personally appeared GARY POWELL,
personally known to me or X proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jocelyn T. Tripi
(Notary Public)



State of California)
County of San Francisco)

Richard L. Hazard
Richard L. Hazard

On 2/14/02, 2002, before me, Jocelyn T. Tripi,
personally appeared Richard Lloyd Hazard.

— personally known to me or X proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

14 February 2002
Date

WITNESS my hand and official seal.

Jocelyn T. Tripi
(Notary Public)

