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Cover Sheet

U.S. Department of Commerce
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Metadigm LLC
12-17-02
Additional name(s) of conveying parties attached? Yes No.

2. Name and address of receiving party(ies)
Name: General Nanotechnology LLC
Internal Address: _____
Street Address: 1119 Park Hills Road
City: Berkeley State: CA ZIP: 94708
Additional names and addresses attached? Yes No

3. Nature of conveyance:
 Assignment and Licensing Agreement Merger
 Security Agreement Change of Name
 Other: _____
Execution Date: 11/27/02


4. Application number(s) or patent number(s).
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No(s): 10/228,681
Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George B. F. Yee
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 20-1430
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.
George B. F. Yee
Name of Person Signing
Atty. Reg. No. 37,478

Signature
12/03, 2002
Date
Total number of pages including cover sheet, attachments and document 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

12/23/2002 TDIAZI 00000063 201430 10228681
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ASSIGNMENT AND LICENSING AGREEMENT
(NOT ACCOMPANYING APPLICATION)

Metadigm LLC, a limited liability company organized under the laws of the State of California, having a place of business at 1119 Park Hills Road, Berkeley, State of California (hereinafter referred to as "Metadigm"),

General Nanotechnology LLC, a limited liability company organized under the laws of the State of California, having a place of business at 1119 Park Hills Road, Berkeley, State of California (hereinafter referred to as "GN"),

AGREE, in consideration of good and valuable consideration acknowledged to have been received in full from one another, that:

1. Metadigm does hereby assign, transfer and convey unto GN the entire right, title and interest (a) in and to all subject matter disclosed in **U.S. Patent Application No. 10/228,681, filed August 26, 2002, and entitled "Active Cantilever for Nanomachining and Metrology;"** (b) in and to all rights to apply for foreign patents on said disclosed subject matter 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 disclosed subject matter in the United States or any foreign country, including said initial application and each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to any and all reissues or extensions of any of said patents; subject, however, to the terms listed below.

2. Metadigm covenants and agrees to cooperate with GN to enable GN to enjoy to the fullest extent said right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by Metadigm 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 GN (a) for perfecting in GN 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 disclosed subject matter; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said disclosed subject matter; and (f) for legal proceedings involving said disclosed subject matter and any applications therefor and any patents granted thereon, including without limitation opposition proceedings,

cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Metadigm in providing such cooperation shall be paid for by GN.

3. GN hereby grants to Metadigm a royalty free, worldwide, perpetual and irrevocable exclusive license to make, use or sell products and methods embodying said disclosed subject matter that is not nanotechnology subject matter. Said nanotechnology subject matter includes: (a) semiconductor wafer and/or mask repair and/or test; (b) defect repair in electronic displays; (c) scanning probe microscopy; (d) tips, probes, calibration structures, and force sensors for wafer and/or mask repair and/or test, defect repair in electronic displays, scanning probe microscopy, or any other purpose; (e) nanostorage devices; (f) microscopes; (g) all imaging, instrumentation, and visualization software and hardware relating to any of the foregoing; and (h) all equipment, processes, and manufacturing techniques relating to any of the foregoing.

4. Metadigm shall have the sole right to assign said exclusive license and to sublicense others under said exclusive license.

5. Metadigm shall select the patent attorney(s) to file, perfect, and maintain said applications and patents and shall have access to and be provided with copies of all legal documents related to filing, perfecting, and maintaining said applications and patents. The patent attorney selected by Metadigm shall be instructed to notify both Metadigm and GN in writing regarding all material communications from the patent office concerning said applications and patents (including without limitation restriction requirements, lack of unity objections and unelected and unclaimed subject matter) and of the due dates for various actions.

6. In response to a restriction requirement or lack of unity objection, Metadigm shall have the right to identify any unelected subject matter of said disclosed subject matter in any of said applications that has not been assigned by GN and is claimed but not elected and request in writing that GN indicate whether it intends to pursue patent protection thereon. In the event that GN does not respond in writing within 30 days or does so respond and indicates that it will not pursue patent protection on said unelected subject matter, said assigned right, title, and interest (a) in and to said unelected subject matter; (b) in and to all rights to apply for foreign patents on said unelected subject matter; (c) in and to any and all applications filed and any and all patents granted on said unelected subject matter in the United States or any foreign country; and (d) in and to any and all reissues or extensions of any of said patents granted on said unelected subject matter; shall revert back to Metadigm and Metadigm shall grant GN a royalty free, worldwide, perpetual and irrevocable exclusive license to make, use, or sell any products and methods embodying said disclosed subject matter that is said nanotechnology subject matter.

7. Metadigm shall have the right to identify any unclaimed subject matter of said disclosed subject matter in any of said applications that has not been assigned by GN and request in writing that GN indicate whether it intends to pursue patent protection thereon. In

the event that GN does not respond in writing within 30 days or does so respond and indicates that it will not pursue patent protection on said unclaimed subject matter, said assigned right, title, and interest (a) in and to said unclaimed subject matter; (b) in and to all rights to apply for foreign patents on said unclaimed subject matter; (c) in and to any and all applications filed and any and all patents granted on said unclaimed subject matter in the United States or any foreign country; and (d) in and to any and all reissues or extensions of any of said patents granted on said unclaimed subject matter; shall revert back to Metadigm and Metadigm shall grant GN a royalty free, worldwide, perpetual and irrevocable exclusive license to make, use, or sell any products and methods embodying said disclosed subject matter that is said nanotechnology subject matter.

8 GN agrees to use its best efforts to file, perfect, and maintain those of said applications and patents that do not revert back to Metadigm, including (a) timely paying attorneys fees, (b) timely filing said applications, (c) timely responding to official actions and notices, (d) timely paying issue or grant fees, and (e) timely paying maintenance or annuity fees.

9. Metadigm agrees to use its best efforts to file, perfect, and maintain those of said applications and patents that revert back to Metadigm, including (a) timely paying attorneys fees, (b) timely filing said applications, (c) timely responding to official actions and notices, (d) timely paying issue or grant fees, and (e) timely paying maintenance or annuity fees.

10. In the event that GN is adjudged bankrupt or breaches this agreement, (including without limitation granting licenses inconsistent with the scope of Metadigm's exclusive license) said right, title, and interest assigned herein to GN shall revert back to Metadigm and Metadigm shall assume any and all licenses granted by GN to make, use, or sell products and methods embodying said nanotechnology subject matter.


11. The terms and covenants of this agreement shall inure to the benefit of Metadigm and GN, their successors, assigns and other legal representatives, and shall be binding upon Metadigm and GN, their successors, assigns and other legal representatives. The terms of this agreement shall prevail in the event of any inconsistency with any prior agreement relating to the subject matter hereof.

12. Metadigm and GN hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

13. To the extent that Section 1235 of the Internal Revenue Code or its successors is applicable, this assignment shall be considered a transfer of all substantial rights to all patents associated with said patent applications.

Metadigm and GN have caused this instrument to be executed by their respective duly authorized representatives and on the respective dates set forth below.

Metadigm LLC (Metadigm)

By:  _____

Victor B. Kley

Title: Chief Executive Officer

Date: 11/27/02

General Nanotechnology LLC (GN)

By:  _____

Victor B. Kley

Title: Chief Executive Officer

Date: 11/27/02

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