

01-16-2003



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FORM PTO-1595 (Rev. 3/01) OMD NO. 0651-0011 exp. 5/31/2002

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): Luminous Intent, Inc. Additional name(s) of conveying party(ies) attached? No Yes

1-14-03

2. Name and address of receiving party(ies): Name: VRAM Technologies, LLC Internal Address:

3. Nature of Conveyance: Assignment Merger Security Agreement Change of Name Other: Execution Date(s): December 26, 2002

Street Address: 345 McCormick Avenue City: Costa Mesa State/Province: CA Zip: 92626. Country: United States of America Additional name(s) & address(es) attached? Yes No

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)

B. Patent No.(s) 5,898,982 6,002,574 6,368,514 B1 Additional numbers attached? Yes No

FINANCE SECTION JAN 14 AM 7:29

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Blakely, Sokoloff, Taylor & Zafman LLP Internal Address: Street Address: 12400 Wilshire Boulevard, 7th Floor City: Los Angeles State: California Zip: 90025

6. Total number of applications and patents involved: 3 7. Total Fee (37 CFR 3.41).....\$120.00 Enclosed Authorized to be charged to deposit account 8. Deposit Account Number: 02-2666 (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 believe, the foregoing is true and correct and any attached copy is a true copy of the original document. William E. Alford Signature January 9, 2003 Date Total number of pages including cover sheet, attachments, and document: 6

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

Atty Docket Nos. 2838P008; 2839P008D; 2838P011

01/16/2003 TDIAR1 00000070 5898982 01 FC:8021 120.00 05

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made as of the 26th day of December, 2002 by and between Luminous Intent, Inc., a California corporation ("Assignor"), having a principal place of business at 345 McCormick Ave., Costa Mesa, CA 92626 and VRAM Technologies, LLC, a Nevada limited liability company ("Assignee"), having a principal place of business at 345 McCormick Ave., Costa Mesa, CA 92626.

W I T N E S S E T H

WHEREAS, Assignor desires to assign the inventions and the three Letters Patents listed in Appendix A attached hereto covering said inventions.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest to said inventions and the three Letters Patents listed in Appendix A attached hereto covering said inventions.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Patents

Assignor hereby grants, conveys, sells, assigns, and transfers to Assignee, all of Assignor's right, title, and interest in and to all of the following:

- a) All patents listed in Appendix A attached hereto owned by Assignor or in which Assignor has an interest (including, without limitation, the inventions and improvements described and claimed therein);
- b) All divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications, that have been or shall be filed in the United States and all foreign countries on any of said inventions and improvements, and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions and improvements;

- c) All rights of priority resulting from the filing of applications for patent in the United State on any of said inventions and improvements;
- d) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for past or future infringements of any said United States or foreign patents;
- e) The right to sue and recover for past, present, and future infringements of any said United States or foreign patents; and
- f) All other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto.

Assignor agrees that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name.

2. Covenants and Warranties

Assignor represents, warrants, and covenants that:

- a) The United States patents listed in Appendix A are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way;
- b) None of said patents has lapsed or expired;
- c) Assignor owns the entire right, title, and interest in and to each of said patents free and clear of any liens and encumbrances of every kind and nature; and
- d) 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.

3. Waivers

No course of dealing between Assignor and Assignee, nor any failure to exercise of delay in exercising, on the part of the

Assignee, any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

4. **Severability**

The provisions of this Assignment are severable, and if any clause of provisions shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this agreement.

5. **Modification**

This Assignment cannot be altered, amended, or modified in any way, except by a writing signed by the parties hereto.

6. **Assistance to Assignee**

Assignor agrees that, when requested, without charge to, but at the expense of said Assignee, its successors, assigns, and legal representatives; in order to carry out in good faith the intent and purpose of this Assignment, Assignor shall:

- a) execute all divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent application on any and all said inventions and improvements;
- b) execute all rightful oaths, assignments, powers of attorney, and other papers;
- c) communicate to said Assignee, its successors, assigns, and representatives all facts known to the Assignor relating to said inventions and improvements and the history thereof; and
- d) generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements and all applications for patents and all patents on said improvements, in

said Assignee, its successors, assigns, and legal representatives.

7. **Binding Effect; Benefits**

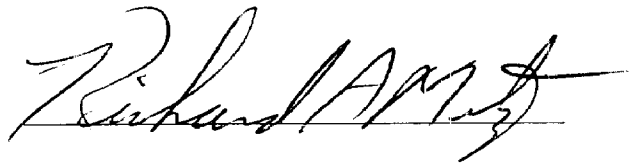
This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.

8. **Governing Law**

This Assignment shall be deemed to have been executed and delivered in California, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of California.

Witness the due execution hereof as of the date first above written.

LUMINOUS INTENT

By: 

Name: Dr. Richard A. Metzler
Title: VP R&D


Attest:

By: 

Name: Mark Kalatsky
Title: Secretary

Accepted:

VRAM TECHNOLOGIES, LLC

By: 

Name (Print): Mark Kalatsky
Title: President

Appendix A
Patents Assigned from Luminous Intent, Inc. to VRAM Technologies, LLC

<u>U.S. Patent No.</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Attorney No.</u>
5,898,982	08/866,589	May 4, 1999	“Thin Film Capacitors”	2838.P008
<u>U.S. Patent No.</u> 6,002,574	<u>Serial No.</u> 09/087,288	<u>Issue Date</u> Dec. 14, 1999	<u>Title</u> “Thin Film Capacitors”	<u>Attorney No.</u> 2838.P008D
<u>U.S. Patent No.</u> 6,368,514 B1	<u>Serial No.</u> 09/387,864	<u>Issue Date</u> April 9, 2002	<u>Title</u> “Method and Apparatus for Batch Processed Capacitors Using Masking Techniques”	<u>Attorney No.</u> 2838.P011