

02-27-2003

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(Rev. 10/02)

1-21-03 RECO

J.S. DEPARTMENT OF COMMERCE  
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OMB No. 0651-0027 (exp. 6/30/2005)

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

## 1. Name of conveying party(ies):

Holoplex Technologies, Inc.

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

Name: Aprilis, Inc.

Internal Address: \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Street Address: 5 Clock Tower, Suite 200

City: Maynard State: MA Zip: 01754

Execution Date: 02-13-2003

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) 5,982,513  
6,057,703 6,055,174Additional numbers attached? ☐ Yes ☒ No

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

Name: Bingham McCutchen LLP

Internal Address: \_\_\_\_\_

Attention: Matthew J. Kelly, Esq.

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

## 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:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Matthew J. Kelly

Name of Person Signing

Signature

2-20-03

Date

Total number of pages including cover sheet, attachments, and documents: 7

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

2/26/2003 INUELLER 00000109 5982513

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PATENT  
 REEL: 013774 FRAME: 0452

## PATENT ASSIGNMENT AGREEMENT

The parties to this Patent Assignment Agreement (this "Patent Assignment"), dated as of February 13, 2003, are APRILIS, INC., a Delaware corporation, having a place of business at 5 Clock Tower, Suite 200, Maynard, Massachusetts 01754 ("Assignee"), and HOLOPLEX TECHNOLOGIES, INC., a California corporation, having a place of business at 600 South Lake Avenue, Suite 102, Pasadena, California 91106 ("Assignor").

**WHEREAS**, Assignor is the owner of the patents and patent applications identified in Exhibit A attached hereto and the inventions disclosed or claimed therein (the "Patents");

**WHEREAS**, the Assignor desires to assign the Patents to the Assignee.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**1. Assignment.** The Assignor hereby assigns and transfers unto Assignee all of Assignor's rights, title and interest in and to the Patents, all goodwill and know-how associated with respect to the Patents and all rights thereunder, together with the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Patents, and divisionals, continuations, continuations-in-part, renewals, refiles, re-examinations, extensions and foreign counterparts (including international applications) of the Patents.


**2. Recordation.** In order to record this Patent Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Patent Assignment, and the Assignor shall execute the Recordation Form Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Assignee shall record the executed Recordation Form Cover Sheet with the PTO, together with any Schedules and Exhibits thereto, including, but not limited to, this Patent Assignment and Exhibit A hereto. In order to record this Patent Assignment with the appropriate governmental or regulatory authorities, agencies or offices of any other country ("Foreign Offices"), the parties hereto shall execute this Patent Assignment and any other agreement, document or instrument of assignment necessary and appropriate to record the assignment effected hereby in any Foreign Office.

**3. Further Assurances.** The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices (in each case, domestic or foreign), such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Assignee may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Assignment.

*[signature page immediately follows]*

**IN WITNESS WHEREOF**, the Assignor has executed and delivered this Patent Assignment as an instrument under seal on this 13<sup>th</sup> day of February 2003.

**HOLOPLEX TECHNOLOGIES, INC.**

By:   
Name: Fai Mok  
Title: EVP and Chief Technical Officer

The foregoing assignment of said Patents by the Assignor to the Assignee is hereby accepted as of this 13<sup>th</sup> day of February 2003.

**APRILIS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the Assignor has executed and delivered this Patent Assignment as an instrument under seal on this 13<sup>th</sup> day of February 2003.

**HOLOPLEX TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name:

Title:

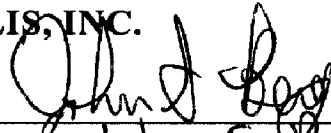
The foregoing assignment of said Patents by the Assignor to the Assignee is hereby accepted as of this 13<sup>th</sup> day of February 2003.

**APRILIS, INC.**

By: \_\_\_\_\_

Name:

Title:

  
John S. Berg  
CEO, President

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On February 13, 2003, before me, Wendy Lee Norman, a Notary Public in and for said County and State, personally appeared Fai Mok, the Executive Vice President and Chief Technical Officer of Holoplex Technologies, Inc., personally known to me (or 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 executed the same in his authorized capacity, and that by his 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.

Wendy Lee Norman  
Signature of Notary Public



[SEAL]

**Patents and Patent Applications**

<b>U.S. Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
U.S. 5,982,513	11/9/99	Method and System to Align Holographic Images
U.S. 6,057,703	5/20/00	Re-configurable Programmable Logic Devices
U.S. 6,055,174	4/25/00	Solid State Holographic Read-Only Memory
<b>Japanese Patent Application No.</b>	<b>Issue Date</b>	<b>Title</b>
Japanese patent application no. 9-503883	Pending (filed 6/21/96)	Multiplexed Hologram Copying System and Method