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Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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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):

Mario Acevedo, Hirokazu Goto, and  
Brian Kim

3-5-03

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

## 3. Nature of conveyance:

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

Execution Date: June 13, 2002

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

Sony Corporation  
7-35 Kitashinagawa 6 Chome  
Shinagawa-Ku  
Tokyo, Japan

AND

Sony Electronics, Inc.  
1 Sony Drive  
Park Ridge, New Jersey  
07656Additional 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: June 18, 2002

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:

Name: Steven L. Nichols, Esq.

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

Street Address: River Park Corporate Center One10653 S. River Front Parkway, Ste. 150City: South Jordan State: UT Zip: 840956. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

18-0013/40000-0043

(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 information is true and correct and any attached copy is a true copy of the original document.*Steven L. Nichols, Esq.

Name of Person Signing

Signature

February 27, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

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

PATENT  
 REEL: 013801 FRAME: 0779

**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:  
Mario Acevedo et al.

Serial No.: 29/162,574

Filed: June 18, 2002

For: APPLIANCE STAND

Group Art Unit: 2900

Examiner: MARTIN, Lazena

Atty. Dkt. No.: 40000-0043

**PETITION UNDER 37 CFR 1.47: FILING WHEN AN INVENTOR REFUSES TO SIGN  
OR CANNOT BE REACHED**

Commissioner for Patents  
Washington, DC 20231

Sir:

In accordance with 37 CFR 1.47 (a), applicants hereby petition for filing when a joint inventor cannot be reached. The pertinent facts relating to this petition are as follows.

1. There are three inventors of the above-identified patent application, Brian Kim, H. Goto and Mario Acevedo. Mr. Kim and Mr. Goto have joined in the filing of the application.
2. The first named inventor, Mario Acevedo, cannot be reached after diligent effort.
3. Mr. Acevedo's last known address is 3935 East Greenway Rd., Apt 117, Phoenix, AZ 85032.
4. Mr. Acevedo's last known telephone number is (602) 765-3284.
5. Sony Electronics, Inc. is the assignee of all rights, title and interest in the above-identified application.
6. Mr. Acevedo was an employee of Sony Electronics Inc. at all times pertinent to the conception of the present invention.

7. Mr. Acevedo has a duty to assign the present application to Sony Electronics Inc. as evidenced by the enclosed Employee Patent and Confidential Information Agreement signed by Mr. Acevedo.

8. Numerous attempts to contact Mr. Acevedo were made by Attorney for Applicants, Mr. Steven L. Nichols and Attorney for Applicants, Mr. Delos Larson.

9. Mr. Larson left at least one message on an answering machine at Mr. Acevedo's last known telephone number on or about each of August 8, 2001, August 15, 2001, August 31, 2001, September 18, 2001, October 1, 2001, October 2, 2001, and October 3, 2001 requesting that Mr. Acevedo call Mr. Larson.

10. Mr. Larson sent a copy of the patent application to Mr. Acevedo on September 18, 2001, along with a letter of explanation (copy enclosed) and an assignment and declaration for Mr. Acevedo's execution.

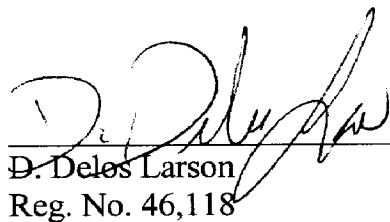
11. Although Applicants' representatives have previously contacted Mr. Acevedo successfully at the address and phone number provided herein, no response regarding the above-identified patent application has been received.

12. On October 4, 2001, Mr. Larson called Mr. Acevedo's last known telephone number, however, the telephone number had been disconnected.

13. As of October 4, 2001, there has been no response to the letter mailed September 18, 2001, nor any response to any of the numerous telephone messages left on the answering machine at Mr. Acevedo's last known telephone number.

14. Consequently, Applicants hereby petition for the right to proceed with the above-identified application without presenting a declaration signed by Mr. Acevedo.

15. Commissioner is hereby authorized to deduct \$130.00 from deposit account no. **18-0013/40000-0031**, which is the required fee to accompany this petition under 37 CFR 1.17(h).

  
D. Deles Larson  
Reg. No. 46,118

Date: February 27, 2003

## EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT - CALIFORNIA

SONY

Employee's Last Name (Print or Type)

First Name

Initial

(To be made out in duplicate. The original of the agreement should be carefully signed, dated and witnessed in ink so that clear imprints of the signatures appear on the carbon copy. The original of the agreement should be placed in the employee's personnel folder; a copy should be given to the employee who signed the agreement.)

TO: SONY ELECTRONICS INC.

In consideration of my employment or continued employment in any capacity with SONY (as hereinafter defined), the salary, wages or benefits paid for my services in the course of such employment, and the use of the facilities and experience of SONY and the opportunity given by SONY to me to acquire Confidential Information (as hereinafter defined) relating to the business of SONY, I voluntarily agree as follows:

- For the purposes of this Agreement, the following words shall have the following meanings:
  - "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and affiliates, or their successors or predecessors;
  - "Confidential Information" shall mean information (1) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with SONY, including any information imparted to SONY by third parties, (2) not generally known outside SONY, and (3) which relates to SONY's business. "Confidential Information" is intended to include trade secrets and proprietary information;
  - "Inventions" shall mean any new or useful art, discovery, contribution, finding, or improvement whether or not patentable, and all related know-how;
  - "Copyright Works" shall mean materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio-visual works;
  - "Mask Works" shall mean a series of related images, however fixed or encoded, having or representing a predetermined, three dimensional pattern of metallic, insulating or semiconductor material present or removed from the layers of a semiconductor chip product; and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product and is fixed in a semiconductor chip product.
  - "Moral Rights" shall mean and include the following: The right of an author to be known as the author of a work; to prevent others from being named as the author of the work; to prevent others from falsely attributing to an author the authorship of work which he/she has not in fact written; to prevent others from making deforming changes in an author's work; to withdraw a published work from distribution if it no longer represents the views of the author; and to prevent others from using the work or the author's name in such a way as to reflect on his/her professional standing.
- I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all Inventions, Ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyrightable Works and all Mask works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which: (a) relate to or correspond to the actual or anticipated business, research and development or investigations of SONY which at the time of conception are within the scope of my employment, or which relate or correspond to any other actual or anticipated business, research and development or investigations of SONY which I become aware of as a result of my employment with SONY, knowledge of which I would not ordinarily have but for my employment with SONY; or (b) result directly, or indirectly, from, or are suggested by, any work which I have done or may do for or on behalf of SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY or while I was using or receiving the benefit of any resources of SONY.
- I further agree to execute at any time, during or after my employment, an assignment for each such Invention, Confidential Information, Copyright Work or Mask Work as SONY may request and on such forms as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing of any and all lawful papers, taking all lawful oaths, and doing all lawful acts, including giving testimony, without reimbursement other than my normal compensation as an employee of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect for the benefit of SONY, at the expense of SONY, all patents, copyrights, mask works or other proprietary rights for Inventions, Copyright Works or Mask Works in any and all countries, regardless of whether I personally believe such rights to be protectable under law.
- Notwithstanding the foregoing, SONY shall have no right or ownership in an Invention, and no assignment to SONY in accordance with this paragraph is required, if it is determined that such Invention is: an invention for which no equipment, supplies, facility, or trade secret information of SONY was used and which was developed entirely on my own time, and (a) which does not relate (1) to the business of SONY or (2) to SONY's actual or demonstrably anticipated research or development or (b) which does not result from any work performed by me for SONY. In no case does this agreement apply to any inventions which are the subject of Section 2870 of the California Labor Code.
- Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others, within the scope of my employment with SONY, shall be deemed a "work made for hire" under the copyright laws of the United States and shall be owned by SONY. I understand that any assignment or release of such works can only be made by SONY. I will do everything reasonably necessary to enable SONY or its nominee to protect its rights in such works.
- With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire", I hereby waive any Moral Rights which I may have therein respect to Sony's use(s) thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with Sony, a waiver of Moral Rights for each such Copyright Work and "work made for hire" as Sony may request and on such form(s) as Sony may provide.
- I will keep and maintain adequate and current written records of all Inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, reports or other documents relating thereto, in both hard copy or electronic form, which records shall be and shall remain the exclusive property of SONY and shall at all times be available to SONY and promptly upon demand delivered to SONY.
- I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any Inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied and/or removed from the premises of SONY, except in pursuit of the business of SONY, and shall be delivered to SONY, without retaining any copies, upon the termination of my employment or at any time as requested by SONY.
- I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to: business plans, customer lists, drawings, computer programs (in any form), accounting methods, inventories, inventions, processes, technological innovations and identity of SONY employees and their areas of expertise), including information received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes matters that I conceive or develop as well as matters I learn from other employees of SONY. I will not, except as SONY may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, or publish any Confidential Information or proprietary information of SONY, or authorize anyone else to do these things, at any time, either during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive after termination of my employment.
- I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I may have acquired because of employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.
- I will notify SONY in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of SONY which appears to threaten or conflict with:
  - (i) rights I claim in any invention or idea, (a) conceived by me or others prior to my employment by SONY, or (b) otherwise outside the scope of this Agreement, or
  - (ii) rights of others arising out of obligations incurred by me, (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement.
- In the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.
- I recognize that ideas, inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others, within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such ideas, inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.
- I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or am otherwise permitted by the U.S. Department of Commerce Export Regulations, re-export or otherwise disclose, directly or indirectly, any technology or software received from Sony, nor allow the direct product hereof to be shipped directly or indirectly, to any of the countries proscribed under Part 774.4 (e) and (f) of the U.S. Department of Commerce Export Regulations.
- If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of this Agreement shall remain in full force and effect.
- At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works including a brief description thereof (without revealing any confidential or proprietary information of any other party) which I made or conceived prior to my employment with SONY and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions from this Agreement, I have so indicated by writing "NONE" below in my own handwriting.
- At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of agreements or obligations to which I am presently a party which may be in conflict with any obligations undertaken by this Agreement. If there are no such agreements or obligations, I have indicated so by writing "NONE" below in my own handwriting.
- This Agreement survives my employment by SONY. It is not an employment contract and is not in any way intended to restrict my right or the right of SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an "employment at will" relationship. In addition, this Agreement is binding upon my heirs, executors, administrators or other legal representatives. Upon termination of my employment with SONY, I shall, if requested by SONY, reaffirm in writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.
- This Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or understandings entered into with respect to the matters covered herein.
- This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of California.
- I agree that this Agreement may not on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at SAN DIEGO, CALIFORNIA, this 24<sup>th</sup> day of NOVEMBER, 19 97

Employee's Signature Mario Acevedo Employee's Social Security Number 553-49-9826  
Home Address 10918 MONTANO ST. City, State, Zip SAN DIEGO, CA 92126

Accepted for Sony Electronics Inc. this        day of       , 19       . This Agreement becomes binding upon acceptance by Sony however this Agreement may not be changed or modified, or released, discharged, abandoned, or otherwise terminated in whole or in part, including any agreements or obligations listed below, except by an instrument in writing signed by an officer or otherwise authorized executive of Sony.

Per Paragraph 13, the following is a list of all inventions, if any, patented or unpatented, Copyright Works or Master Works, including a brief description thereof (without revealing confidential or proprietary information of any other party). Write "NONE" below if there are none

NONE

Per Paragraph 14, the following are the only agreements or obligations to which I presently am a party which may be in conflict with the obligations undertaken above. Write "N" there are none.

NONE

Witness Signature [Signature] Title HR Rep  
MASTER PERSONNEL FILE - WHITE COPY EMPLOYEE RELATIONS FRAME: 0783

**PATENT**

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:  
Mario Acevedo et al.

Serial No.: 29/162,574

Filed: June 18, 2002

For: APPLIANCE STAND

Group Art Unit: 2900

Examiner: MARTIN, Lazena

Atty. Dkt. No.: 40000-0043

OFFICE OF THE  
COMMISSIONER OF  
PATENTS  
JUN 20 2002  
FINANCE

Box Assignment  
Commissioner for Patents  
Washington, D.C. 20231

**ASSIGNMENT TRANSMITTAL**

Sir:

Applicant submits the following documents:

Recordation Cover sheet, 1 page;

Petition Under 37 CFR 1.47: Filing When an Inventor Refuses to Sign or Cannot  
be Reached (3 pages);

Employee Patent and Confidential Information Agreement (1 page)

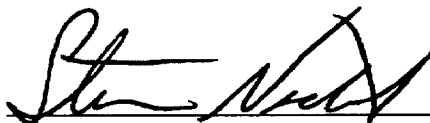
Fee Transmittal with a duplicate copy, 2 pages; and

Return Receipt Postcard.

Please charge the fee of \$40.00 for the filing of the Employee Patent and Confidential  
Information Agreement, and \$130.00 for the filing of the Petition under 37 CFR 1.47 to our  
Deposit Account 18-0013.

If there are any other fees due in connection with the filing of this paper, including a fee for any extension of time not accounted for above, please charge the fee to our Deposit Account No. 18-0013.

Respectfully submitted,



Steven L. Nichols  
Registration No. 40,326

DATE: 27 February 2003

Steven L. Nichols, Esq.  
Managing Partner, Utah Office  
Rader Fishman & Grauer PLLC  
River Park Corporate Center One  
10653 S. River Front Parkway, Suite 150  
South Jordan, Utah 84095

(801) 572-8066  
(801) 572-7666 (fax)

**Certificate of Mailing**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assignments, Commissioner for Patents, Washington, D.C. 20231 on the date below.

Signature:   
Brian J. Riddle

Date: February 27, 2003