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the Honorable Commissioner of Patents and Tragemark	1.S. Department of Commerce Co
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Name of conveying party(ies): <u>Date</u> James S. Vickers November <u>13</u> , 2002	2.Name and address of receiving party(ies):  Name: Optonics, Inc.
ditional name(s) of conveying party(ies) attached? Yes X No	Street Address: 2593 Coast Avenue Suite 100  City: Mountain View State: CA  Zip: 94043
Nature of conveyance:  X Assignment Merger	Additional name(s) & address(es) attached? _ Yes $\underline{X}$ No
Security Agreement Change of Other	
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this document is being filed together with a new ap <a (date="" ,="" 17460="" 2002"="" 95037<="" a.="" address="" address:="" and="" application="" attached?="" b.="" bach="" be="" ca="" city:="" correspondence="" document="" drive="" filing")="" hill="" href="vember" ip:="" joseph="" lakeview="" mailed:="" morgan="" name="" name:="" neerning="" no="" no.="" no.(s)="" numbers="" of="" party="" patent="" pdditional="" should="" state:="" street="" td="" to="" whom="" x="" yes=""><td>6.Total number of applications and patents involved:  7.Total fee (37 C.F.R. 3.41)  \$ 40.00  X Enclosed  Authorized to be charged to deposit account  8. Deposit account number:</td></a>	6.Total number of applications and patents involved:  7.Total fee (37 C.F.R. 3.41)  \$ 40.00  X Enclosed  Authorized to be charged to deposit account  8. Deposit account number:
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Statement and signature. To the best of my knowledge and belief, the foregoing is a true copy of the original document.	ng information is true and correct and any attached copy
JOSEPH BACH Reg No. 37,771  Name of Person Signing S	ignature Date

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(Re /	TO-1595  . 6-93) 2 06-1-0011 (exp. 4/94)	U.S. Department of Commerce Patent And Trademark Office
Tc	the Honorable Commissioner of Patents and Trademark.	s. rease record the attached original document or copy
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4.	Application number(s) or registration number(s):	503
$\overline{N}$	<pre>rember</pre>	plication, the execution date of the application is:
5. c∈	Name and address of party to whom correspondence opening document should be mailed:	6.Total number of applications and patents involved:
	Joseph Bach  Street Address: 17460 Lakeview Drive	7.Total fee (37 C.F.R. 3.41)
_ 2	Sity: Morgan Hill State: CA	X Enclosed
		Authorized to be charged to deposit account
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Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and	Addresses
of Inventor:	

2002 C	S. VICKERS coastline Avenue se, CA 95125				
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(hereinafter referred to as Assignors), have invented a certain invention entitled:

## "AVALANCHE PHOTODIODE FOR PHOTON COUNTING APPLICATIONS AND METHOD THEREOF "

for which application for Letters Patent in the United States is filed herewith, and executed on even date herewith; and

WHEREAS, Optonics, Inc., having a place of business at 2593 Coast Avenue, Suite 100, Mountain View, California 94043 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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

- 1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries 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 any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.
- 2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving 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 of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon,

1 of 2

PATENT REEL: 013951 FRAME: 0072 including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

- 3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.
- 4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

lames S. VICKERS

Date

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RECORDATION F ev. 6-93) e 8 No. 9651-0011 (exp. 4/94)	S. Department of Commerce Patent And Trademark Office
the Honorable Commissioner of Patent hereof.	Todase record the attached original document or copy
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. Nature of conveyance:	City: Mountair View State: CA Zip: 94043
X Assignment Merger	Additional name(s) & address(es) attached? _ Yes X No
Security Agreement Change of	E 4
Other	S S
Application number(s) or registration number(s):	<u> </u>
A. Fatent Application No.(s)  B. Patent No. 101294434  Additional numbers attached? YesX No	
.Name and address of party to whom correspondence oncerning document should be mailed:	6.Total number of applications and patents involved:
Name:	7.Total fee (37 C.F.R. 3.41) \$ 40.00
City: Morgan Hill State: CA	X Enclosed
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)21 40.00 OP	8. Deposit account number:
DO NOT US	E THIS SPACE
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JOSEPH BACH Reg No. 37,771  Name of Person Signing S	signature Nov 9-up
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Washington, D.C. 20231

## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventor:

1) James S. VICKERS 2002 Coastline Avenue San Jose, CA 95125	
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(hereinafter referred to as Assignors), have invented a certain invention entitled:

## "AVALANCHE PHOTODIODE FOR PHOTON COUNTING APPLICATIONS AND METHOD THEREOF"

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WHEREAS, Optonics, Inc., having a place of business at 2593 Coast Avenue, Suite 100, Mountain View, California 94043 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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1 of 2

PATENT REEL: 013951 FRAME: 0075 including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

- 3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.
- 4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

lames S. VICKERS

Date

2 of 2

**RECORDED: 11/13/2002**