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05-12-2003

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office  
Docket No. 509982005300

102444500

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

1. Name of conveying party(ies):  
Joerg BISCHOFF, Emmanuel DREGE, and Sanjay YEDUR

- ☒ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State      ☐ Other

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

3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other:

Execution Date: May 2, 2003, respectively

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

Name: Timbre Technologies, Inc.  
Internal Address:  
Street Address: 2953 Bunker Lane, Suite 301  
City: Santa Clara, State: California ZIP: 95054

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

10/428186

If this document is being filed together with a new application, the execution date of the application is: May 2, 2003

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:

Peter J. Yim  
Morrison & Foerster LLP  
425 Market Street  
San Francisco, California 94105-2482

6. Total number of applications and patents involved: One (1)

7. Total fee (37 C.F.R. § 3.41): \$40.00

A Fee Transmittal w/duplicate copy for fee processing is attached

- ☐ Enclosed  
☒ Authorized to be charged to deposit account, referencing  
Attorney Docket 509982005300

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.**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.

Name: Peter J. Yim  
Registration No: 44,417

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

05/12/2003 EDOUPER 00000009 031952 10428186

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sf-1494798

**PATENT**  
**REEL: 014040 FRAME: 0442**

# ASSIGNMENT JOINT

THIS ASSIGNMENT, by Joerg Bischoff, Emmanuel Drege, and Sanjay Yedur (hereinafter referred to as the assignors), residing at Schillerstrasse 19, D-98693 Ilmenau, Germany, 60 Descanso Drive #3308, San Jose, California 95134, and 110 County Brook Loop, San Ramon, California 94583, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in EDGE ROUGHNESS MEASUREMENT IN OPTICAL METROLOGY, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, TIMBRE TECHNOLOGIES, INC., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2953 Bunker Lane, Suite 301, Santa Clara, California 95054 (hereinafter referred to as the assignee TIMBRE TECHNOLOGIES, INC.) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee TIMBRE TECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee TIMBRE TECHNOLOGIES, INC., for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted; as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee TIMBRE TECHNOLOGIES, INC., its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee TIMBRE TECHNOLOGIES, INC., its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee TIMBRE TECHNOLOGIES, INC., its successors, legal representatives and assigns, but at the cost and expense of said assignee TIMBRE TECHNOLOGIES, INC., its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee TIMBRE TECHNOLOGIES, INC. as the assignee TIMBRE TECHNOLOGIES, INC. of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee TIMBRE TECHNOLOGIES, INC., its successors, legal representatives and assigns.

05/02/93  
Date

Joerg BISCHOFF

Date

Emmanuel DREGE

Date

Sanjay YEDUR

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\_\_\_\_\_  
Date

5/2/2003  
\_\_\_\_\_  
Date

5/2/2003  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Joerg BISCHOFF

\_\_\_\_\_  
Emmanuel DREGE

\_\_\_\_\_  
Sanjay YEDUR

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Attorney Docket No.: 509982003100

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05/02/03  
Date

Joerg BISCHOFF

Date

Emmanuel DREGE

Date

Sanjay YEDUR

sf-1494706

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Date

Joerg BISCHOFF

5/3/2003

Date

Emmanuel DREGE

5/2/2003

Date

Sanjay YEDUR