



Form PTO-1595

5-23-03

RECORDATION COVER SHEET
102458367
PATENTS ONLY

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.

<p>1. Name of conveying party(ies): Daniel Yap Henrik T. Jensen</p>	<p>2. Name and address of receiving parties: Name: <u>HRL Laboratories, LLC</u> Street Address: <u>3011 Malibu Canyon Road</u> City: <u>Malibu</u> State: <u>California</u> Zip: <u>90265-4799</u> Country: <u>USA</u> Additional name(s) & address(es) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
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3. Nature of conveyance:

Assignment Merger Change of Name Security Agreement

Other: Copy of Employee Agreement of Henrik T. Jensen with Hughes Aircraft Company dated 7/7/1995 with Copy of statement by HRL Laboratories, LLC Representative Mel Kyle detailing relationship between Hughes Aircraft Company and HRL Laboratories, LLC

Execution Date: 12/18/2002 by Henrik T. Jensen

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): 10/281,331

B. Patent No(s): _____

Additional numbers attached? YES NO

OFFICE OF PUBLIC RECORDS
2003 MAY 23 AM 3:08
FINANCE SECTION

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Richard P. Berg</u> <u>LADAS & PARRY</u> Internal Address: _____ Street Address: <u>5670 Wilshire Boulevard, #2100</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90036</u></p>	<p>6. Total number of application and patents involved: <u>[1]</u> 7. Total fee 937 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed Any additional fees which may be required are <input checked="" type="checkbox"/> Authorized to be charged to deposit account No. <u>12-0415</u> 8. Deposit account number _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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05/21/2003 DBYRME 00000085 10281331
01 FC:8021 40.00 00

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.

Richard P. Berg
Name of Person Signing
Reg. No. 28,145

May 20, 2003
Date

Additional enclosures:

Copy of Employee Agreement of Henrik T. Jensen with Hughes Aircraft Company dated 7/7/1995 (2 pages)

Copy of statement by HRL Laboratories, LLC Representative Mel Kyle detailing relationship between Hughes Aircraft Company and HRL Laboratories, LLC (1 page)

Total number of pages including cover sheet, attachments, and document: [7] plus \$40 check

(SEE PAGE 2 FOR CERTIFICATE OF MAILING)

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

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C., 20503.

CONFIRMATORY ASSIGNMENT

WHEREAS: **Daniel Yap**
Residing at: 1824 Sweet Briar Place
Thousand Oaks, California 91362

and

Henrik T. Jensen
Residing at: 11972 Kiowa Ave., #202
Brentwood, California 90049

(hereinafter referred to as ASSIGNORS), have invented a certain invention entitled:

"OPTICALLY SAMPLED DELTA-SIGMA MODULATOR"

for which application for Letters Patent of the United States was assigned U.S. Application No. 10/281,331, filed on 25 October 2002, and which application claims the benefit of U.S. Provisional Application(s) No(s). 60/332,369, filed on 15 November 2001, under 35 U.S.C. Section 119(e);

WHEREAS: HRL Laboratories, LLC

A Limited Liability Company formed under the laws of the State of Delaware, United States of America,

having its principal place of business at:

3011 Malibu Canyon Road
Malibu, California 90265-4799

(hereinafter referred to as ASSIGNEE), is desirous of confirming that it has acquired the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that ASSIGNORS, for good and valuable consideration, hereby confirm that, effective as of the date of filing said U.S. Provisional Application, that they did sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or

any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention, assignments related to said application or said invention, and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Subscribed and executed at Malibu, CA USA
on Dec. 18, 2002.

Inventor: *Daniel Yap*
Daniel Yap

Subscribed and executed at _____
on _____, 2002.

Inventor: _____
Henrik T. Jensen

EMPLOYEE STATEMENTS & AGREEMENTS



SAFEGUARDING CLASSIFIED INFORMATION

The Hughes Aircraft Company, hereinafter referred to as "Hughes", is engaged in national defense work and is contractually obligated by a Security Agreement with the United States Government to comply with laws and regulations pertaining to the safeguarding of classified information and material.

Pursuant to the above statement concerning contractual security obligations, and in consideration of my employment by Hughes and as a condition thereof, I understand and agree to the following with respect to security:

- A. That I have a continuing individual responsibility for safeguarding classified information to which I may have access during my employment by Hughes.
- B. That upon disclosing or releasing classified information to another person, I am responsible for determining that the prospective recipient is an authorized person and for advising the recipient of the classification of the information disclosed.
- C. That the unauthorized disclosure of classified information violates Department of Defense regulations and contractual obligations and is punishable under the provisions of Federal Criminal Statutes.

SAFETY

I understand that safety is a prime requisite during my employment by Hughes, and that I am responsible for understanding and observing established safety standards to prevent injury to myself and other persons, or damage to equipment and property. I understand that I may be required to wear or not wear certain standard garments and/or accessories in a particular department as specified in Hughes' policies or safety practices.

PROPRIETARY INFORMATION, COPYRIGHTS, MASK WORKS & INVENTIONS

Hughes Aircraft Company is a major electronics firm engaged both in the United States and abroad in the research, development, manufacturing and support of electronic, missile, spacecraft and automotive systems, components and materials for military and commercial programs and ventures. This is the "Business of Hughes."

The success of Hughes depends, among other things, upon maintaining strictly confidential and secret information relating to its trade secrets, accounting, costs, research, development, sales, manufacturing and other information peculiarly within the knowledge of and relating to the Business of Hughes, and to which employees may acquire knowledge or have access to during the course of their employment by Hughes. All such information is hereinafter collectively referred to as "Proprietary Information."

The success of Hughes also depends upon the timely disclosure of inventions made by Hughes employees in the course of their employment and, in appropriate circumstances, the full cooperation of employee-inventors in filing, maintaining and enforcing United States and foreign country patent applications and patents covering such inventions.

In view of the foregoing and in consideration of my employment by Hughes and as a further condition thereof, I agree as follows:

A. PROPRIETARY INFORMATION

I shall use my best efforts to exercise utmost diligence to protect and guard the Proprietary Information of Hughes and its subsidiaries. Neither during my employment by Hughes nor thereafter shall I, directly or indirectly, use for myself or another, or disclose to another, any Proprietary Information (whether acquired, learned, obtained or developed by me alone or in conjunction with others) of Hughes or any subsidiary of Hughes, except as such disclosure or use is required in connection with my employment with Hughes or is consented to in writing by Hughes. Upon request by Hughes at any time, including the event of my termination of employment with Hughes, I shall promptly deliver to Hughes, without retaining any copies, notes or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plats, sketches, plans, specifications or other documents relating directly or indirectly to any Proprietary Information made or compiled by or delivered or made available to or otherwise obtained by me. Each of the foregoing obligations shall also apply with respect to Proprietary Information of customers, contractors and others with whom Hughes or any subsidiary of Hughes has a business relationship, learned or acquired by me during the course of my employment by Hughes. The provisions of this section shall continue in full force and effect after my termination of employment for whatever reason.

B. COPYRIGHTS & MASK WORKS:

All rights in and to any copyrightable material (including, but not limited to, computer programs) or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984 which I may originate pursuant to or in connection with the Business of Hughes, and which are not expressly released by Hughes in writing, shall be deemed as a work for hire and shall be the sole and exclusive property of Hughes, its successors, assigns or other legal representatives.

C. INVENTIONS

With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment by Hughes (hereinafter referred to as Hughes inventions) shall be the sole and exclusive property of Hughes and shall be promptly disclosed to Hughes in writing.

Inventions which I consider to be EXEMPT but made solely or jointly with others during the term of my employment, shall be disclosed in confidence to Hughes for the purpose of determining such issues as may arise. I shall do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between Hughes and the United States or any of its agencies.

An EXEMPT invention is one which:

- (a) was developed entirely on my own time without using Hughes' equipment, supplies, facilities, or trade secret information; and
- (b) does not relate at the time of conception or reduction to practice of the invention to Hughes' business, or to its actual or demonstrably anticipated research or development; and
- (c) does not result from any work performed by me for Hughes.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to Hughes, its successors, assigns or other legal representatives (hereinafter referred to as Hughes et al), any facts known by me respecting said Hughes inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Hughes et al, with regard to said Hughes inventions, for protecting, obtaining, maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said Hughes inventions, and for perfecting, affirming, recording and maintaining the title of Hughes et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Hughes inventions, developments or discoveries, any and all said Letters Patents and title thereto of Hughes et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Hughes that I consider to be my property and excluded from this Agreement.

(Continue on separate sheet if additional space is required)

NOTICE UNDER SECTION 2872

This Agreement has been drafted to be in conformance with Section 2870 of Article 35 (INVENTIONS MADE BY EMPLOYEE) of the Labor Code of the State of California as amended July 15, 1986 and, as required by Section 2872, notification is hereby given that this Employment Agreement does not apply to an invention which qualifies as an "EXEMPT" invention under the provisions of Section 2870.

CONFLICT OF INTEREST AND BUSINESS ETHICS

I have been given a copy of Company Policy CP-4, "Conflict of Interest and Business Ethics," dated 7-7-95 which I have read and understand. I declare that I do not now have a conflict of interest as defined therein, and that I will bring any actual or potential changes to this status during my employment by Hughes to the attention of Hughes management. I have also been given a copy of the Company publication, Integrity — Standards of Business Ethics and Conduct for Employees of Hughes Aircraft Company, and I agree to read this booklet and to abide by the standards as outlined therein.

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

[Signature]
Witness Signature

07-27-98
Date

[Signature]
Employee Signature

Payroll No. J 3300

This shall serve to confirm that prior to December 17, 1997, Hughes Research Laboratories, Inc. was a subsidiary of Hughes Aircraft Company. Prior to that date, the personnel working at Hughes Research Laboratories, Inc. were employees of Hughes Aircraft Company, a subsidiary of Hughes Electronics Corporation. After December 17, 1997 Hughes Research Laboratories, Inc., including all of its assets, property and business were merged into the present HRL Laboratories, LLC. HRL Laboratories, LLC became operational on December 17, 1997. On December 17, 1997, the employees working at HRL Laboratories, LLC were still employees of Hughes Electronics but were required by agreement between HRL and Hughes to assign inventions and related patents to HRL.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed by me on March 14, 2003 at Malibu, California.



Mel Kyle
Representative of HRL Laboratories, LLC

Please return to:

LADAS & PARRY

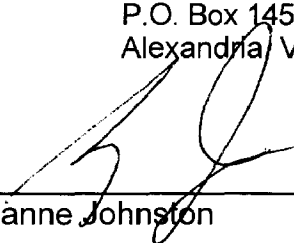
5670 Wilshire Blvd., Ste. 2100

Los Angeles, CA 90036-5679

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first-class mail in an envelope addressed to:

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450, on May 20, 2003

By:  _____
Suzanne Johnston