

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>DeISigma Corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Gazdzinski & Associates</u> Internal Address: <u>11440 W. Bernardo Ct.</u> <u>Suite 375</u> <u>San Diego, CA 92127</u> Street Address: <u>same</u> City: _____ State: _____ Zip: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 1, 2002</u>			4. Application number(s) or patent number(s): <u>10/382,297</u> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>10/382,297 filed 3/4/2003</u> <u>10/382,326 filed 3/4/2003</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert F. Gazdzinski</u> Internal Address: <u>Gazdzinski & Associates</u> <u>11440 W. Bernardo Ct., Ste. 375</u> <u>San Diego, CA 92127</u> Street Address: <u>same</u> City: _____ State: _____ Zip: _____			6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>501423</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Robert F. Gazdzinski</u> <u>1/16/2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>6</u>					

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

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GAZDZINSKI & ASSOCIATES
Intellectual Property Law

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website: www.gazpat.com

LEGAL SERVICES RETAINER AGREEMENT

Client(s) Name: DelSigma Corporation

Type of Entity: CORPORATION

Authorized Representative: Steven R. Norsworthy

Effective Date: 3/1/02

General

Thank you for choosing Gazdzinski & Associates to represent you with respect to your intellectual property matters.

As with any good business relationship, a clear understanding of the rights and obligations of both parties to such representation is important. This Legal Services Retainer Agreement ("Agreement") sets forth these rights and obligations and the terms of our financial relationship. Our goal is to provide you with the clearest possible understanding of the terms of our representation, as well as an understanding of the costs and fees that may accrue during our handling of your intellectual property matters. Some important considerations to remember include:

- (i) We represent only the entity specifically listed above, and therefore situations may arise where our representation may conflict with the best interests of individuals (or other entities) related to or otherwise associated with the represented entity. If you have any questions at any time about our representation of a specific entity or individual, please ask.
- (ii) It is our understanding that Gazdzinski & Associates will be responsible solely for those matters which have been explicitly identified to us by you, including any new matters you authorize us to perform, and pre-existing files transferred to us from another firm.
- (iii) Before signing this Agreement, you have the right to seek and consult with independent counsel of your choice regarding the terms of this Agreement.
- (iv) You may terminate our firm's representation of you at any time.

Legal Fee and Cost Structure

Our charges are comprised generally of both professional fees and costs which are paid on your behalf. Professional fees are charged by our attorneys, including partners and associates, and by non-attorney individuals, including paralegals, patent agents, engineers, or consultants. Costs may include any number of different charges such as, without limitation, governmental entity filing fees, drafting fees, photocopies, on-line research time, patent download costs, translation costs, postage, messenger/express mail services, foreign associate attorneys, etc.

Our professional fees are generally based on the amount of time we spend attending to your legal matters (which may include consultation with other attorneys or specialists within or outside of our firm), as well as conferring with you in person, by telephone, or by other media such as e-mail. Although some of your matters may be billed at a fixed fee which is independent of the time expended, most fees are calculated at the regular hourly billing rate of the attorney (or other non-attorney individual) performing the work. The hourly rate of each individual is generally determined by his/her experience level and expertise. Our hourly rates and fixed fees are determined by a variety of factors, and therefore are subject to change without notice; however, we anticipate these rates and fees to be changed no more frequently than once per year. We will make reasonable efforts to advise you of such changes before they occur. Please also note that our firm in no way controls any costs or fees charged by governmental agencies or patent authorities of the United States or any foreign country or territory; such costs or fees may change more or less frequently.

Assignment of Work

In order to meet our goals of both high quality and high cost efficiency, we will generally assign both a partner and associate or non-attorney individual to your matters where possible. The partner will direct the associate/non-attorney individual as to strategy, and carefully review all work product to ensure quality. Normally, you will be in contact with your assigned associate or non-attorney individual for routine matters, and your assigned partner for other matters. This approach may be modified, however, subject to your instructions; you may request at any time that a specific individual handle all or a portion of your legal matters.

The following individuals will be assigned to handling your legal matters:

Partner	Robert F. Gazdzinski	\$250	/hour
Agent/Expert	Eric M. Dowling	\$175	/hour
Other (non-attorney)	Patent Engineer I	\$125	/hour
	Patent Engineer II	\$110	/hour
	International Patent Specialist	\$90	/hour
	Law Clerk	\$60	/hour
	Legal Assistant	\$55	/hour

Please note that other attorneys and non-attorney individuals in our firm may be involved with your matters on an "as-needed" basis in order to permit your work to be handled at the lowest possible billing rate.

Estimates And Retainers

When undertaking a new matter, or when specifically requested, we will provide you with an estimate of the fees and costs associated with a particular legal matter. As you can appreciate, it is frequently difficult to estimate the exact or even approximate cost of legal services. However, based on the information you have provided us, we estimate the cost of handling your legal matters to be as follows:

Initial Consultation Fee	\$	Waived
Fees: TBD	est. \$	
	est. \$	(hourly rate)
Costs: estimated \$80.00 U.S. Provisional filing fee (plus postage and copies) per application	est. \$	\$100 per application
	est. \$	
Retainer Amount:	\$	

Note that any estimate we provide for filing a patent or trademark application does NOT include the later expense of prosecuting the application, or payment of any issue or maintenance fees associated with any resulting patent or trademark registration.

It is our firm's standard practice to request an advance payment or "retainer" when initiating representation of a new client. Additional retainers may also be required for special matters such as foreign applications, litigation, or substantial anticipated "up-front" costs. All retainers paid by you will be placed in a trust fund and either (i) applied directly to your account as our fees and costs are invoiced; or (ii) held for use as future retainer at your discretion.

Travel

Our firm does not as a practice bill for time spent in travel to or from a client's facility or designated location; however, in certain special circumstances, such billing may be appropriate. If we believe such billing to be warranted, we will make reasonable efforts to advise you of this fact prior to commencing travel. Note that our firm does routinely bill for costs associated with travel including, without limitation, airfare, rental car expense, parking, tolls, fuel, and reasonable meal expense. Receipts for travel expenses will be provided to you upon request at no extra charge.

Billing

Our invoices are mailed monthly, and any unpaid balance is due and payable within thirty (30) days of their receipt. If there is any dispute regarding an invoice, please contact us immediately, but in no case later than thirty days from the date of receipt. On those amounts not paid within thirty (30) days of the date of the invoice, we will assess a late charge of ten percent (10%) per annum. If your bills remain unpaid beyond ninety (90) days, you hereby explicitly authorize Gazdzinski & Associates to terminate

your representation. Also, a thirty dollar (\$30) return check charge will be assessed in the event that any check is returned for any reason.

Contact Information

In order for us to properly represent you, it is essential that we be able to contact you at all times. Accordingly, you must inform us in writing of any changes in the name, address, telephone number, state of incorporation or other relevant information regarding you or your business. If we require your instructions or authorization to proceed with legal work on your behalf, we will attempt to contact you at the latest address/telephone number we have received from you. If such attempts are unsuccessful, we will make reasonable efforts to locate you. However, if we are unable to locate you after reasonable efforts, we will take no further action with respect to your legal matters, and you hereby authorize us to terminate our representation of you, including the abandonment of any pending application(s).

Legal Advice and Outcome

Due to the nature of intellectual property law, it is very difficult for us to predict the outcome of legal matters. While we endeavor to provide you with the best possible advice based on our available information and professional judgement, nothing in this Agreement and nothing in our legal advice, statements or correspondence to you should be in any way construed as a guarantee as to the outcome of any of your intellectual property matters. In particular, when filing a patent or trademark application, there is no guarantee that the application will be allowed so that a patent will issue or that a trademark registration will result.

Security Interest

As a security interest for payment of our professional fees and costs, you hereby grant to Gazdzinski & Associates a lien on your intellectual property which is the subject of our representation, on any amounts recovered from litigation involving such intellectual property, and on any other proceeds related to such intellectual property, including, without limitation, licensing revenues or sales proceeds. This lien is for the outstanding amounts owed to us during or after the conclusion of the performance of our services. With respect to this lien, you hereby appoint Gazdzinski & Associates as your attorneys-in-fact with full authority to execute any and all documents necessary to perfect our lien or preserve our security interest.

Termination of Employees

In the unlikely event that a partner, attorney, or other non-attorney individual assigned to your matters terminates employment with our firm, we will make reasonable attempts to notify you as soon as possible, and assign a suitable replacement. In the event that no suitable replacement can be found within our firm (such as where a very specialized expertise is required), we will promptly attempt to refer you to suitable counsel at another firm.


Termination Of Relationship

As previously indicated, you retain the right to discharge us as your representative for any reason at any time. Similarly, we retain the right to terminate our representation of you for any reason after giving you reasonable notice of our decision to terminate. By signing this Agreement, you agree to sign any and all documents required to effect our termination.

Professional Malpractice Insurance

Gazdzinski & Associates maintains legal malpractice insurance on all its attorneys for legal services relating to the field of intellectual property with Lloyds of London. If you have specific questions regarding our professional malpractice insurance coverage, please do not hesitate to contact us.

Gazdzinski & Associates**DelSigma Corp.**

 4/1/02
Robert F. Gazdzinski, Esq./Date

15/
Steven R. Norsworthy Date

Gazdzinski & Associates
Intellectual Property Law

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To: U.S. Patent & Trademark Office From: Robert F. Gazdzinski

Fax: 703-306-5995 Pages: 8 (including cover sheet)

Phone: Date: January 16, 2004

Re: Patent Applications Nos. CC:
10/382,297 & 10/382,326

☒ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Message:

Please record the attached Security Agreement at your earliest opportunity. Please charge our deposit account no. 501423 for this service. Our mailing address and facsimile number are as follows:

**11440 West Bernardo Court, Suite 375
San Diego, CA 92127
Facsimile No. 858-675-1674**

If you have any questions, or require any additional information, please contact me at the number listed above.

Confidentiality Notice:

The documents accompanying this facsimile contain confidential information which may be legally privileged. The information is intended for the use of only the recipient named above. If you have received this facsimile in error, please contact us immediately by telephone to arrange for return of the original documents to us. Any disclosure, copying, distribution or the taking of any action in reliance on the contents of this faxed information is strictly prohibited.

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