



07-21-2003



102501694

Attorney Docket No: MBA-103

SHEET
PATENT

7.1403

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

Michael Risi
331 Village Creek Rd, Aptos, CA 95003

THOMAS C. O'REILLY
505 Spruce Street, Aptos, CA 95003

Duane Edgington
186 Cedar St, Pacific Grove, CA 93950

2. Assignee:

Monterey Bay Aquarium Research Institute
7700 Sandholt Road
Moss Landing, California 95039

3. Execution Date of Assignment of Entire Interest in Patent Application: **June 25, 2003**

4. Execution Date of Declaration for Patent Application: **June 23, 2003**

4A. Patent Application No.: **10/407,951**

4B. Patent Number: **Not assigned**

5. Correspondence address: Marek Alboszta
LUMEN
2345 Yale Street, 2nd Floor
Palo Alto, CA 94306

07/16/2003 H8UTENR1 00000068 10407951
04 FC:8021 40.00 OP

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Katharina Wang Schuster
Katharina Wang Schuster
Reg. No. 50,000

Date: *July 7, 2003*
telephone: (650) 424-0100

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

ASSIGNMENT

THIS ASSIGNMENT, by

MICHAEL RISI, THOMAS C. O'REILLY AND DUANE EDGINGTON

(hereinafter referred to as the Assignors), residing at **Aptos, California; Aptos, California; and Pacific Grove, California**, respectively, witnessed:

WHEREAS, said Assignors have invented certain new and useful improvements in

Puck

for which application No. **10/407,951** for Letters Patent has been executed on 6/23/03,

WHEREAS,

Monterey Bay Aquarium Research Institute

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, MOSS LANDING, CALIFORNIA 95039**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

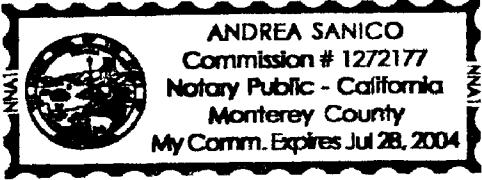
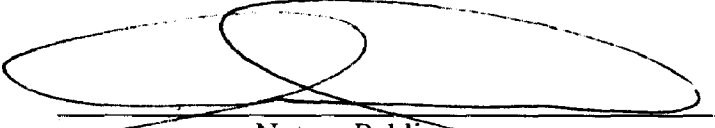
1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent 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.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

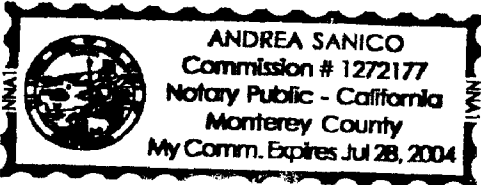
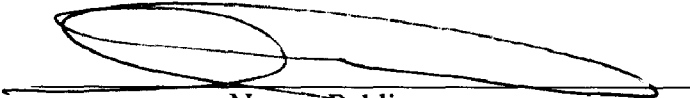
6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.



Date: 6-25-2003 *Michael Risi*
MICHAEL RISI
State: California County: Monterey
Subscribed and sworn to before me on this 25 day of June, 2003

 
Notary Public

Date: 6-25-2003 *Thomas C. O'Reilly*
THOMAS C. O'REILLY
State: California County: Monterey
Subscribed and sworn to before me on this 25 day of June, 2003

 
Notary Public

Date: June 25, 2003 *Duane Edgington*
DUANE EDGINGTON
State: California County: Monterey
Subscribed and sworn to before me on this 25 day of June, 2003

 
Notary Public



Declaration for Patent Application and Power of Attorney

As a below named inventor, I hereby declare that my residence, post office address, and citizenship are as stated below next to my name, and that I believe I am the original, first and sole inventor (if only one is listed) or an original, first and joint inventor (if plural names are listed) of the subject matter which is claimed and for which a patent is sought on the invention described in the application No. **10/407,951** entitled **Puck**.

First or Sole Inventor:	Full name:	MICHAEL RISI	Citizenship:	U S
	Residence:	331 Village Creek Rd, Aptos, CA 95003		
	Postal Address:	Same as above		
Second Joint Inventor (if any):	Full name:	THOMAS C. O'REILLY	Citizenship:	U S
	Residence:	306 Pacheco, Santa Cruz, CA 95062		
	Postal Address:	Same as above		
Third Joint Inventor (if any):	Full name:	DUANE EDGINGTON	Citizenship:	U S
	Residence:	186 Cedar St, Pacific Grove, CA 93950		
	Postal Address:	Same as above		

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a). I claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

PRIOR FOREIGN APPLICATION(S)

Country	Application Number	Date of Filing	Priority Claimed Under 35 U.S.C. §119
NONE			<input type="checkbox"/> Yes <input type="checkbox"/> No

I claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

PRIOR U. S. APPLICATION(S)

Application No.	Filing Date	Status			
60/370,741	04/05/2002	<input checked="" type="checkbox"/> Provisional	<input type="checkbox"/> Patented	<input type="checkbox"/> Pending	<input type="checkbox"/> Regular



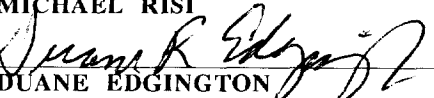
I hereby appoint Thomas J. McFarlane, Reg. No. 39,299, Marek Alboszta, Reg. No. 39,894, Katharina Wang Schuster, Reg. No. 50,000, Ron Jacobs, Reg. No. 50,142 as my agents with full power of substitution to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith. Direct all correspondence to:

Marek Alboszta
 2345 Yale Street, 2nd Floor
 Palo Alto, CA 94306
 tel: (650) 424-0100
 fax: (650) 424-0141

The attorney docket number for this case is: **MBA-103**.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Title 18, §1001 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

INVENTOR SIGNATURE(S)

 MICHAEL RISI	6-20-2003 Date	 THOMAS C. O'REILLY	6-23-2003 Date
 DUANE EDGINGTON	6/23/2003 Date		