9-24-2003 3ET U.S. DEPARTMENT OF COMMERCE Form **PTO-1595** REC U.S. Patent And Trademark Office (Rev. 03/01) (modified) 102557067 OMB No. 0651-0027 (exp 5/31/2002) ICE OF PHENDRIFT PARENTO PRESE record the attached original documents or copy thereof: 1. Name of conveying parties SEP 22 PM 12: 42 2. Name and address of receiving party(ies): Mitsuteru Inoue and Jae Kranga CE SECTION Name: **Optware Corporation** Internal Address: Additional name(s) of conveying party(ies) attached Yes NISSO 13th Bldg., 7th Floor 3. Nature of Conveyance: Street Address: 2-5-1 Shinyokahama, Kohoku-ku Assignment Merger City & State: Change of Name Yokohama-shi, Kanagawa Security Agreement 222-0033 Zip: Country: Japan Other: Additional name(s) & address(es) attached? Execution Date: July 2, 2003 and June 30, 2003 ⊠ No Yes 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.: 10/308,898 B. Patent No.(s): 09/24/2003 ECOOPER 00000037 10308698 01 FC:8021 **40.00** • Additional numbers attached? 6. Total number of applications and patents involved: [1] Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Name: John T. McNelis, Esq. Internal Address: Fenwick & West LLP Check Enclosed Street Address: Fee Transmittal Enclosed Silicon Valley Center 801 California Street Charge the indicated fees to the below mentioned City: Mountain State: CA Zip Code: 94041 View deposit account.

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.

John T. McNelis, Reg. No. 37,186

Name of Person Signing

Signature

8. Deposit Account No.:

September 18, 2003

Date

Total number of pages including cover sheet, attachments, documents: [5]

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,

Alexandria, VA 22313-1450.

Case Docket No.: 23501-7360

23501/07360/DOCS/1376248.1

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Optware Corporation, a corporation of Japan, having a place of business at NISSO 13th Bldg., 7th Floor, 2-5-1 Shinyokahama, Kohoku-ku, Yokohama-shi, Kanagawa, 222-0033, Japan, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and
improvements ("SUBJECT MATTER") that are disclosed in the provisional application
filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C.
§111(a) and entitled A SPATIAL OPTICAL MODULATOR ("APPLICATION"), which:
is to be filed herewith
was filed on December 3, 2002,
now bearing U.S. application number 10/308,898; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Case Docker # 23501-07360 1 of 2

PATENT REEL: 014504 FRAME: 0796

PATENT

Title of Document: ASSIGNMENT			
Re: Title: Filed: Serial No.:	A Spatial Optical Modulator December 3, 2002 10/308,898		
Name and Signature		Date Assignment Executed By This Person	
MITSUTER	time Inoue	July 2 ,2003	
		, 2003	

JAE KYONG CHO

23501/07360/DC/10821.1

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Optware Corporation, a corporation of Japan, having a place of business at NISSO 13th Bldg., 7th Floor, 2-5-1 Shinyokahama, Kohoku-ku, Yokohama-shi, Kanagawa, 222-0033, Japan, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

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§111(a) and entitled A SPATIAL OPTICAL MODULATOR ("APPLICATION"), which:
is to be filed herewith
was filed on December 3, 2002,
now bearing U.S. application number 10/308,898; and

- 2. The entire worldwide right, title, and interest in and to:
- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

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Case Docket # 23501-07360

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PATENT REEL: 014504 FRAME: 0798

PATENT

Title of Document: ASSIGNMENT

Re:

Title: Filed: A Spatial Optical Modulator

Serial No.:

December 3, 2002 10/308,898

Name and Signature

Date Assignment

Executed By This Person

MITSUTERU INOUE

JAE KYONG CHO

June 30,2003

23501/07360/DC/10821.1

Case Docket # 23501-07360

RECORDED: 09/22/2003

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PATENT REEL: 014504 FRAME: 0799