

Attorney Docket No.: 4680.P003A

Form *PTO-1595*
(Rev. 10/02)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

PHOTERA TECHNOLOGIES, INC.
SCHWARTZ ELECTRO OPTICS, INC.

2. Name and address of receiving party(ies)
Name: GENERAL ATOMICS
Internal Address: _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **TERMS OF ACQUISITION OF ASSETS;
BILL OF SALE AND ASSIGNMENT OF
ALL PATENT RIGHTS**

Street Address: 3550 GENERAL ATOMICS COURT
MS01/150-F
City: SAN DIEGO State: CA Zip: 92121

Execution Date: January 7, 2004

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

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)
10/053,287

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LAW OFFICES OF JAMES D. MCFARLAND
Internal Address: _____
Street Address: 12555 HIGH BLUFF DRIVE #305
City: SAN DIEGO State: CA Zip: 92130

6. Total number of applications and patents involved: 9

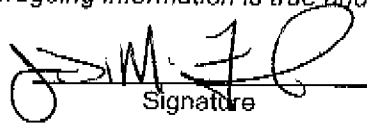
7. Total fee (37 CFR 3.41): \$ \$360
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0948
(Attach duplicate copy of this page if paying by 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.

James D. McFarland
Name of Person Signing


Signature

April 8, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

OP \$360.00 10063267

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Supplemental Sheet

Page **2** of **2** Pages

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)

60/443,827
10/040,057
10/138,091

B. Patent No.(s)

5,534,950
5,832,150
6,154,259
6,178,188
6,351,324

Date

Additional supplemental sheets(s) attached hereto

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop EBC, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

TERMS OF ACQUISITION OF ASSETS OF PHOTERA TECHNOLOGIES, INC

This Agreement has been entered into on January 7th, 2004 between General Atomics, Inc ("Buyer"); Photera Technologies, Inc. ("Photera"); and Schwartz Electro Optics, Inc. ("SEO").

Whereas, Photera is a chapter 7 debtor in the United States Bankruptcy Court for the Southern District of California, Case No. 03-0880 (the "Photera Case") and whereas, SEO is a debtor-in-possession in the United States Bankruptcy Court for the Middle District of Florida, Case No. 03-05880 (the "SEO Case").

Whereas, the equipment described in the attached Appendix A (the "Equipment") is presently located at 10070 Carroll Canyon Road, San Diego, California 92130 (the "Premises"). In addition to the Equipment, Photera claims it has an interest in intellectual property which Photera believes (but does not warrant) includes that described in Appendix B attached hereto and may have rights in trademarks, logos, copyrights and other intellectual property related thereto (the "IP"). Buyer has inspected the Equipment and reviewed the known IP documents.

Whereas, pursuant to papers filed by the Chapter 7 trustee in the Photera Case, the trustee is not claiming any interest in the Equipment or IP and whereas, SEO claims a security interest in the Equipment and IP (the "Property"), pursuant to a promissory note, security agreements and UCC-1 financing statements (the "SEO Security Interests").

Whereas, Photera has been in default of its obligations to SEO under the note, SEO has been entitled to repossess the Equipment and foreclose the SEO Security Interests in the IP, Photera has agreed with SEO to voluntarily surrender the Property to SEO, and Photera consents to the sale to Buyer on the terms set out herein.

Now, for valuable consideration, the sufficiency of which is acknowledged, Buyer, Photera, and SEO agree as follows:

1. The above-recitals are incorporated herein.
2. Buyer agrees to purchase the Property for the sum of \$70,000 (the "Purchase Price") paid by wire transfer to SEO c/o Foley & Lardner Trust Account ("FLTA") as provided below. Buyer shall remove the Equipment on or before January 9, 2004, unless the landlord of the Premises agrees to give until January 15, 2004 to remove the same at no expense to Photera or SEO.
3. Upon execution of this Agreement by Buyer, Buyer shall wire to the FLTA 10% of the Purchase Price as a deposit which shall be non-refundable unless Buyer is unable to obtain possession of substantially all of the Equipment due to the acts of parties other than Buyer or those under its control.
4. Buyer shall commence to wire to the Foley & Lardner Trust Account the balance of the Purchase Price on the day Buyer first removes any of the Equipment; provided however

the Bill of Sale and Assignment of IP in the form substantially to that attached hereto as **Appendix C** is executed by Photera and SEO (facsimiles and counterparts shall be sufficient) delivered to Buyer before 2:00 p.m. on that day.

5. **Foley & Lardner**, which Buyer acknowledges represents the Official Committee of Unsecured Creditors of SEO (Buyer waives any conflict), may disburse the Purchase Price to SEO or, if appointed, the Liquidating Trustee of SEO, 48 hours after receipt of the balance of the Purchase Price.
6. In the event Buyer is unable to obtain substantially all the Equipment due to the acts of third parties not under its control on or before January 15, 2004, Buyer may cancel this Agreement and shall receive a refund of any sums paid without interest and each party shall bear their own fees and costs. Neither Photera nor SEO shall have any liability for expenses incurred by Buyer in connection with this transaction.
7. Upon disbursement of the funds to SEO or the Liquidating Trustee, Buyer shall be permitted to file termination statements of the SEO UCC-1 financing statements.
8. Photera and SEO represent collectively they have the undivided right of title to the Property, and except as noted below, and they are not aware of any liens or encumbrances in the same; however, it is possible some government entity or the landlord of the Premises may assert some type of lien. Buyer shall assume the responsibility for dealing with any such claims as it pertains to the Equipment or IP; provided, however, if requested in writing, SEO or the Liquidating Trustee shall use its good faith efforts to obtain relief in the Photera Case or SEO Case. Buyer shall reimburse SEO and Photera for any reasonable out-of-pocket expenses incurred in responding to such requests.
9. Buyer acknowledges that certain of the Equipment related to "Laser Power" may be subject to a U.S. government title clause and right, neither Photera nor SEO may have title to the same and that the U.S. government may take that property in the future.
10. Photera and SEO agree to fully cooperate hereafter to effectuate the transfer of rights in the Equipment and IP, including executing any documents to be filed with government agencies and notices to third parties; provided, however, that Buyer shall reimburse SEO and Photera for any reasonable out-of-pocket expenses incurred in responding to such requests.
11. Buyer acknowledges that except as expressly stated herein, Buyer is acquiring the Property without any representations, covenants or warranties and that the same is being acquired "as is, where is," and Buyer shall be liable for the expense of removing the Equipment from the Premises and shall indemnify SEO and Photera and hold them harmless for any damages caused by Buyer in connection with removal of the Equipment from the Premises. Buyer shall bear the risk of loss of the Equipment once an item is removed or during its removal.

General Atomics, Inc.	Photera Technologies, Inc.	Schwartz Electro-Optics, Inc.
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>SR. Subcontract Admin</u>	Title: <u>PRESIDENT</u>	Title: <u>Director</u>

APPENDIX C

BILL OF SALE AND ASSIGNMENT OF ALL PATENT RIGHTS

In accordance with the Agreement between the Parties, General Atomics, Inc ("Buyer"); Photera Technologies, Inc. ("Photera"); and Schwartz Electro Optics, Inc. ("SEO"), dated January 7th, 2004, Photera and SEO hereby convey and transfer to General Atomics:

- I. the Bill of Sale for all equipment listed in Appendix A, less one photocopier, and
- II. the Assignment of all rights in the Patents owned by Photera, for which Appendix B is believed by Photera to be a full and accurate description.

This document hereby conveys and represents the Bill of Sale for all equipment listed in Appendix A, less one photocopier; and the Assignment of all rights in the Patents owned by Photera.

General Atomics, Inc.	Photera Technologies, Inc.	Schwartz Electro-Optics, Inc.
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By: <u><i>Harold West</i></u>	By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>
Title: <u>SR Subcontract Admin</u>	Title: <u>PRESIDENT</u>	Title: <u>Director</u>

AP. NDIX B

**PATENT LIST FOR
Photera Technologies, Inc.**

Date: 01/05/2004

File No.
4680.P001

File No. Client 900-30
File No. Other

Type
U.S. Patent Regular

Issued

Inventor(s): Flint, Graham W. | | | |

TITLE **Laser Imaging System with Progressive Multi-Beam Scan Architecture**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
09/521,296	03/09/2000			6,351,324	02/26/2002

File No.
4680.P001A

File No. Client 900-08
File No. Other LASERP.001A

Type
U.S. Patent Regular

Issued

Inventor(s): Hargis, David E. | Fink, Charles G. | Bergstedt, Robert A. | Flint, Graham W. | |

TITLE **Multi-Beam Laser Scanning Display System with Speckle Elimination**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
08/978,655	11/26/1997			6,154,259	11/28/2000

File No.
4680.P002A

File No. Client
File No. Other

Type
U.S. Patent Regular

Pending

Inventor(s): Flint, Graham W. | | | |

TITLE **DIGITAL DISPLAY SYSTEM USING PULSED LASERS**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
10/040,057	10/26/2001	US-2002-0060753-A1	05/23/2002		

File No.
4680.P003A

File No. Client
File No. Other

Type
U.S. Patent Regular

Pending

Inventor(s): Flint, Graham W. | | | |

TITLE **MULTI-SCREEN LASER PROJECTION SYSTEM USING A SHARED LASER SOURCE**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
10/053,287	10/26/2001	US-2002-0063854-A1	05/30/2002		

File No.
4680.P005A

File No. Client
File No. Other

Type
U.S. Patent Regular

Pending

Inventor(s): Flint, Graham W. | Pessot, Maurice A. | Takeuchi, Eric B. | | |

TITLE **TUNABLE SINGLE FREQUENCY FILTER FOR LASERS**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
10/138,091	05/03/2002	US-2003-0016706-A1	01/23/2003		

**PATENT LIST FOR
Photera Technologies, Inc.**

Date: 01/05/2004

File No.

4680.P007A

File No. Client 968-37
File No. Other LASERP.007A

Type
U.S. Patent Regular

Issued

Inventor(s): Flint, Graham W. | | | |

TITLE **Side Injection Fiber Optic Coupler**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
08/676,821	07/08/1996			5,832,150	11/03/1998

File No.

4680.P016A

File No. Client 900-24
File No. Other LASERP.016A

Type
U.S. Patent Regular

Issued

Inventor(s): Jing, Xingliang | Leilabady, Pedram A. | | | |

TITLE **Laser Assembly Platform with Silicon Base**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
08/988,947	12/11/1997			6,178,188	01/23/2001

File No.

4680.P020A

File No. Client 968-05
File No. Other LASERP.020A

Type
U.S. Patent Regular

Issued

Inventor(s): Hargis, David E. | Flint, Graham W. | Assa, Shlomo | | |

TITLE **High Resolution Image Projection System and Method Employing Lasers**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
08/131,281	10/04/1993			5,534,950	07/09/1996

File No.

4680.P026PR

File No. Client
File No. Other

Type
U.S. Patent Provisional

Pending

Inventor(s): Pessot, Maurice A. | Peressini, Eugene R. | | | |

TITLE **BIREFRINGENT FILTER FOR MODULATING A LASER IN PHASE AND AMPLITUDE**

Serial No.	Filing Date	Pub'n No.	Pub'n Date	Patent No. U.S.	Issue Date
60/443,827	01/30/2003				