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102559196 PATENTS ONLY

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22141 U.S. PTO 10/663300 09/15/03

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

1. Name of conveying party(ies):  
 Vi VUONG (08/22/2003), Junwei BAO (08/22/2003), Srinivas DODDI (08/22/2003), Emmanuel DREGE (08/22/2003), Jin WEN (08/22/2003), Sanjay YEDUR (08/22/2003), Doris CHIN (09/14/2003), Nickhil JAKATDAR (09/14/2003) and Lawrence LANE (08/25/2003)  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: TIMBRE TECHNOLOGIES INC.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2953 Bunker Lane, Suite 301  
 City: Santa Clara, California  
 Country: United States Zip: 95054  
 Additional name(s) & address(es) attached:  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: see Box 1, conveying parties

4. Application number(s) or patent number(s): 101663300  
 If this document is being filed together with a new application, the execution date of the new application is: August 22, 2003  
 A. Patent Application No.(s):  
 This application  
 B. Patent No.(s):  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Peter J. Yim  
MORRISON & FOERSTER LLP  
 Internal Address: Atty. Dkt.: 509982005600  
 Street Address: 425 Market Street  
 City: San Francisco State: CA Zip: 94105

6. Total number of applications and patents involved: 1  
 7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Authorized to be charged to credit card (Form 2038 enclosed)  
 8. Deposit account number: 03-1952  
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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.*  
Peter J. Yim - 44,417 Peter J. Yim September 15, 2003  
 Name of Person Signing Signature Date  
 Total number of pages including cover sheet, attachments, and documents:

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. Ev329308635US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.  
 Dated: September 15, 2003 Signature: Peter J. Yim (Peter J. Yim)

09/25/2003 6TON11 0000039 031952 10663300

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PATENT REEL: 014517 FRAME: 0988

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Vi VUONG, Junwei BAO, Srin DODDI, Emmanuel DREGE, Jin WEN, Sanjay YEDUR, Doris CHIN, Nickhil JAKATDAR and Lawrence LANE (hereinafter referred to as the assignors), residing at 5048 Dunsmuir Common, Fremont, California, 94555; 3661 Warbler Avenue, Santa Clara, California 95051; 43838 N. Moray Street, Fremont, California 94539; 60 Descanso Drive, #3308, San Jose, California 95134; 718 Old San Francisco Road, #254, Sunnyvale, California 94086; 60 Descanso Drive, #3110, San Jose, California 95134; 1039 Columbus Drive, Milpitas, California 95035; 425 Rinconada Court, Los Altos, California 94022; and 560 Gaundabert Lane, San Jose, California 95136, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **SELECTING A HYPOTHETICAL PROFILE TO USE IN OPTICAL METROLOGY**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. (To Be Assigned) and filed on herewith; and

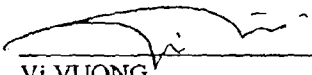
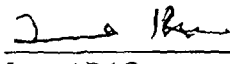
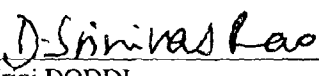
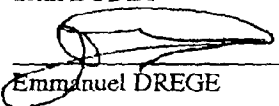
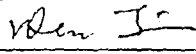
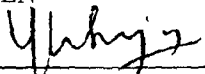
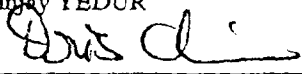
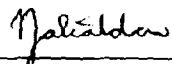
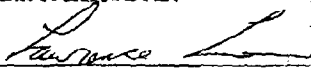
WHEREAS, Timbre Technologies, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2953 Bunker Lane, Suite 301, Santa Clara, California 95054 (hereinafter referred to as the assignee, Timbre Technologies, Inc.) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents 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.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

8/22/03	
Date	Vi VUONG
8/22/03	
Date	Junwei BAO
8/22/03	
Date	Srinivas DODDI
8/22/03	
Date	Emmanuel DREGE
8/22/03	
Date	Jin WEN
8/22/03	
Date	Sanjay YEDUR
9/14/03	
Date	Doris CHIN
9/14/03	
Date	Nickhil JAKATDAR
8/25/03	
Date	Lawrence LANE

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