

10-31-2003

10-24-03



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To the Director of the United States Patent and

to file the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Ming-Dou KER**  
**Wen-Hsia KUNG**  
**Ya-Hsiang TAI**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **TOPPOLY OPTOELECTRONICS CORP.**  
Address: **NO. 12, KE JUNG ROAD**  
**SCIENCE-BASED INDUSTRIAL PARK, MIAO-LI COUNTY**

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: **10/03/03, 10/07/03 & 10/08/03**

City: **CHU-NAN 350** State/Prov.:  
Country: **TAIWAN, R.O.C.** ZIP:  
Additional name(s) & address(es)  Yes  No



4. Application number(s) or patent numbers(s): **10691530**  
If this document is being filed together with a new application, the execution date of the application is: **10/03, 07 & 08/2003**

Patent Application No.	Filing date	B. Patent No.(s)

Additional numbers  Yes  No

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **MICHAEL D. BEDNAREK**  
Registration No. **32,329**  
Address: **SHAW PITTMAN LLP**  
**1650 TYSONS BOULEVARD**  
City: **MCLEAN** State/Prov.: **VA**  
Country: **USA** ZIP: **22102**

8. Deposit account number:  
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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.*

**MICHAEL D. BEDNAREK** *Lawrence D. Eisen (41,009)* **OCTOBER 24, 2003**  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **4**

10/30/2003 LMUELLER 00000127 10691530  
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Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

DOCKET NO.

ASSIGNMENT

WHEREAS, KER, Ming-Dou, residing at 4F.-3, No.3, Lane 200, Baoshan Rd., Hsinchu City, Taiwan;

KUNG, Wen-Hsia, residing at No.7, Alley 50, Lane 195, Jianguo Rd., Longtan Township, Taoyuan County, Taiwan; and

TAI, Ya-Hsiang, residing at 21F.-1, No.17, Lane 175, Wulingsi 1st Rd., Hsinchu City, Taiwan;

(hereinafter "Assignors") have invented certain new and useful improvements in

LEVEL SHIFTER WITH BODY-BIASED CIRCUIT

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

Executed concurrently herewith

Executed on

Serial. No. , filed

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee Toppoly Optoelectronics Corporation, a corporation of Taiwan, R.O.C. of State of Incorp., having its principal office and place of business at No.12, Ke Jung Rd., Science-Based Industrial Park, Chu-Nan 350, Miao-Li County, Taiwan, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

**ASSIGNMENT****DOCKET NO.**

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

**ASSIGNMENT**

**DOCKET NO.** LEE0022-US

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: \_\_\_\_\_

Filed: \_\_\_\_\_

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: *Ming-Dou Ker*  
NAME: KER, Ming-Dou

Date: Oct. 7, 2003

SIGNATURE: *Kung, Wen Hsia*  
NAME: KUNG, Wen-Hsia

Date: 2003.10.8

SIGNATURE: *Ya-Hsiang Tai*  
NAME: TAI, Ya-Hsiang

Date: 2003.10.3