

02-13-2004

Attorney Docket No. 014554-002200US

Form PTO-1595
(Rev. 10-02)
OMB No. 0651-0027 (exp. 5/31/2002)
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Sheet

U.S. Department of Commerce
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Hoetron, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</p>	<p>2. Name and address of receiving party(ies) Dr. Wai-Hon Lee 1245 Magdalena Court Los Altos, CA 94024</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other:</p> <p>Execution Date: <u>November 17, 2003</u></p>	

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:

<p>A. Patent Application No(s):</p>	<p>B. Patent No(s): <u>5,136,152</u></p>
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Additional numbers attached? Yes No

OPR/FINANCE
FEB 11 AM 7 18

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Paul C. Haughey TOWNSEND AND TOWNSEND AND CREW LLP Two Embarcadero Center, Eighth Floor San Francisco, California 94111-3834 (415) 576-0200</p>	<p>6. Total number of applications and patents involved <u>4</u></p> <p>7. Total fee (37 CFR 3.41): -----\$40.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>20-1430</u></p>
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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.

<p>Paul C. Haughey Name of Person Signing Atty. Reg. No. 31,836</p>	<p> Signature</p>	<p><u>2-9-04</u> Date</p>
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Total number of pages including cover sheet, attachments and documents: 12
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

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02/12/2004 LMUELLER 00000019 201430 5136152
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PATENT
REEL: 014964 FRAME: 0601

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered into as of ~~November 17~~ 17, 2003 (the "Effective Date") by and between Carol Wu, trustee in bankruptcy of the estate of Hoetron, Inc. ("Hoetron"), Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California ("Bankruptcy Court"), San Jose Division ("Trustee"); and Dr. Wai-Hon Lee ("Dr. Lee").

1. **"Patents"** means the patents and applications listed on Schedule A and all rights therein or thereto, including without limitation: (i) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof; and (ii) all rights in inventions claimed therein.

2. **Assignment.** Trustee hereby transfers and assigns to Dr. Lee all of Hoetron's right, title and interest in and to the Patents. The foregoing assignment also includes all of Hoetron's right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Patents and the right to seek further Patents claiming the inventions claimed therein.

3. **Further Assurances.** Upon request by Dr. Lee, and at Dr. Lee's expense, Trustee shall execute all documents requested by Dr. Lee to record Dr. Lee's right in the Patents. Without limiting the foregoing, Trustee shall execute the short-form assignments attached hereto.

4. **Compensation.** As consideration for the assignment of the Patents by Trustee to Dr. Lee, Dr. Lee shall pay to Trustee the sum of \$10,000 on or before the Effective Date, the receipt of which is hereby acknowledged by Trustee.

5. **Approval by Bankruptcy Court.** The effectiveness of this Agreement is conditioned upon approval by the Bankruptcy Court. In the event this Agreement is not approved by the Bankruptcy Court, Trustee shall immediately refund to Dr. Lee the funds paid as described in Section 4, and upon such refund this Agreement will be deemed void *ab initio*.

6. **No Warranties.** TRUSTEE HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PATENTS, OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Among other things, this Agreement will not be construed as a warranty that the inventions claimed in the Patents are non-infringing of third party rights or that the patents are valid or enforceable. The sale and assignment is on an "as is, where is, and with all faults" basis.

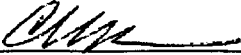
7. **General Provisions.** This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be governed by the laws of the State of California, without

regard to its conflict of laws principles. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.


IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

CAROL WU

Trustee in bankruptcy of the estate of Hoetron, Inc., Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, San Jose Division

By: 

DR. WAI-HON LEE

By: 

SCHEDULE A
Patents and Applications

U.S. Patent or Application	Title	Associated Foreign Patents
5,285,062	Laser/Detector Hybrid with Mirror Source and Diffracted Return Beam	
6,188,062 B1	Laser/Detector Hybrid with Integrated Mirror and Diffracted Returned Beam	The European Union – Patent No. 99302054.4 Japan – Patent No. 11-98520
5,136,152	Hybrid Optical Pickup With Integrated Power Emission and Reading Photodetectors	Japan – Patent No. 354040/91
09/907322	Position Sensor with Grating to Detect Moving Object with Periodic Pattern	

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Carol Wu, trustee in bankruptcy of the estate of Hoetron, Inc. ("Hoetron"), Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, (hereinafter "Trustee"), and Dr. Wai-Hon Lee (hereinafter "~~Dr. Lee~~"), are parties to that certain Intellectual Property Purchase Agreement, effective as of ~~October 17~~ ^{November 17} 2003 (the "Agreement"), pursuant to which Trustee sold, conveyed, transferred, assigned and delivered to Dr. Lee all of Hoetron's right, title and interest in and to certain intellectual property.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Trustee hereby transfers, conveys and assigns to Dr. Lee all right, title and interest whatsoever, throughout the world, in and under the patents and/or applications listed below as well as any inventions claimed therein, to have and to hold the same, unto Dr. Lee, its successors and assigns, for the full duration of all such rights, and any renewals and extensions thereof:

US Patent no. 5,285,062, Laser/Detector Hybrid with Mirror Source and Diffracted Return Beam

This Assignment is made pursuant to and is subject to all the terms of the Agreement.

IN WITNESS WHEREOF, Trustee has signed this instrument to be effective as of November 17
2003

CAROL WU

Trustee in bankruptcy of the estate of Hoetron, Inc., Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, San Jose Division

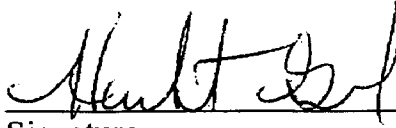
By: *Carol Wu*, Trustee

CERTIFICATION

State of California)
) ss.
County of Contra Costa)

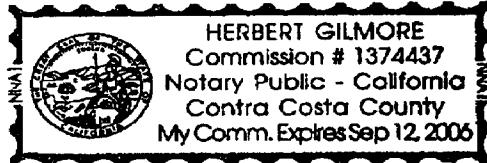
On this 14 day of November, 2003, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carol Wu, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



Signature

My Commission expires: Sept 12, 2006



ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Carol Wu, trustee in bankruptcy of the estate of Hoetron, Inc. ("Hoetron"), Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, (hereinafter "Trustee"), and Dr. Wai-Hon Lee (hereinafter "Dr. Lee") are parties to that certain Intellectual Property Purchase Agreement, effective as of ~~October~~ ^{November} 17, 2003 (the "Agreement"), pursuant to which Trustee sold, conveyed, transferred, assigned and delivered to Dr. Lee all of Hoetron's right, title and interest in and to certain intellectual property.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Trustee hereby transfers, conveys and assigns to Dr. Lee all right, title and interest whatsoever, throughout the world, in and under the patents and/or applications listed below as well as any inventions claimed therein, to have and to hold the same, unto Dr. Lee, its successors and assigns, for the full duration of all such rights, and any renewals and extensions thereof.

- US Patent No. 6,188,062 B1, Laser/Detector Hybrid with Integrated Mirror and Diffracted Returned Beam
- The European Union – Patent No. 99302054.4
- Japan – Patent No. 11-98520

This Assignment is made pursuant to and is subject to all the terms of the Agreement.

IN WITNESS WHEREOF, Trustee signed this instrument to be effective as of November 17,
2003.

CAROL WU

Trustee in bankruptcy of the estate of Hoetron, Inc., Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, San Jose Division

By: *Carol Wu, Trustee*

CERTIFICATION

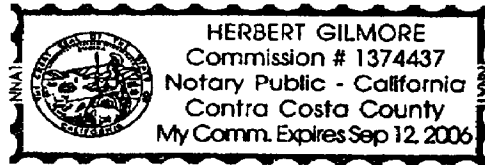
State of California)
) ss.
County of Contra Costa)

On this 14th day of November, 2003, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carol Wu, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Herbert Gilmore
Signature

My Commission expires: Sept 12, 2006



ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Carol Wu, trustee in bankruptcy of the estate of Hoetron, Inc. ("Hoetron"), Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, (hereinafter "Trustee"), and Dr. Wai-Hon Lee (hereinafter "Dr. Lee") are parties to that certain Intellectual Property Purchase Agreement, effective as of ~~October 17~~^{NOVEMBER 17}, 2003 (the "Agreement"), pursuant to which Trustee sold, conveyed, transferred, assigned and delivered to Dr. Lee all of Hoetron's right, title and interest in and to certain intellectual property.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Trustee hereby transfers, conveys and assigns to Dr. Lee all right, title and interest whatsoever, throughout the world, in and under the patents and/or applications listed below as well as any inventions claimed therein, to have and to hold the same, unto Dr. Lee, its successors and assigns, for the full duration of all such rights, and any renewals and extensions thereof.

- 5,136,152, Hybrid Optical Pickup With Integrated Power Emission and Reading Photodetectors
- Japan - Patent No. 354040/91

This Assignment is made pursuant to and is subject to all the terms of the Agreement.

IN WITNESS WHEREOF, Trustee has signed this instrument to be effective as of November 17, 2003.

CAROL WU

Trustee in bankruptcy of the estate of Hoetron, Inc., Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, San Jose Division

By: *CW*, Trustee

CERTIFICATION

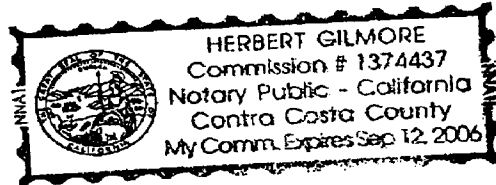
State of California)
) ss.
County of Contra Costa)

On this 14th day of November, 2003, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Cecil Wu, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Herbert Gilmore
Signature

My Commission expires: Sept 17, 2006



ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Carol Wu, trustee in bankruptcy of the estate of Hoetron, Inc. ("Hoetron"), Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, (hereinafter "Trustee"), and Dr. Wai-Hon Lee (hereinafter "Dr. Lee") are parties to that certain Intellectual Property Purchase Agreement, effective as of ~~October~~ ^{November} 17 2003 (the "Agreement"), pursuant to which Trustee sold, conveyed, transferred, assigned and delivered to Dr. Lee all of Hoetron's right, title and interest in and to certain intellectual property.

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US Patent Application No. 09/907322, Position Sensor with Grating to Detect Moving Object with Periodic Pattern

This Assignment is made pursuant to and is subject to all the terms of the Agreement.

IN WITNESS WHEREOF, Trustee has each caused this instrument to be signed in its name by its duly authorized officer to be effective as of November, 17, 2003

CAROL WU

Trustee in bankruptcy of the estate of Hoetron, Inc., Chapter 7 Case No. 02 5 3418 JRG filed in the United States Bankruptcy Court for the Northern District of California, San Jose Division

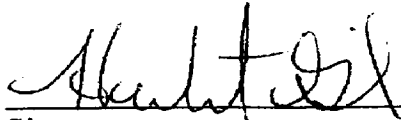
By: CM, Trustee

CERTIFICATION

State of California)
) ss.
County of Contra Costa)

On this 14th day of November, 2003, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carol Wu, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



Signature

My Commission expires: Sept 12, 2006

