

FORM PTO-1595 (modified)

03-24-2004

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

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Patent and Trademark Office

102702191

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Robert W. BOESEL  
Theodore J. MYERS  
Tien Q. NGUYEN

3-22-04

2. Name and address of receiving party(ies):

CommASIC, Inc.  
16644 West Bernardo Dr., Suite 301  
San Diego, CA 92127

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

March 17, 2004

Additional name(s) &amp; address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/613,477

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Paul S. Hunter  
FOLEY & LARDNER LLP  
150 East Gilman Street  
Madison, Wisconsin 53703-1481

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 50-2350

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Paul S. Hunter

March 18, 2004

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

03/23/2004 LMUELLER 00000084 10613477

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PATENT  
REEL: 015123 FRAME: 0011

Atty. Dkt. No. 029573-0601

**ASSIGNMENT AND AGREEMENT**

**WHEREAS, Robert W. BOESEL** of 11530 Spruce Run Drive, San Diego, CA 92131; **Theodore J. MYERS** of 3731 Riviera Drive, San Diego, CA 92109 and **Tien Q. NGUYEN** of 10673 Indigo Way, San Diego, CA 92127; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **FLEXIBLE METHOD AND APPARATUS FOR PERFORMING DIGITAL MODULATION AND DEMODULATION** (Atty. Dkt. No. 029573-0601) for which an application for United States Letters Patent was filed on July 02, 2003 as Application No. 10/613,476; and

**WHEREAS, CommASIC, Inc.**, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 16644 West Bernardo Drive, Suite 301, San Diego, CA 92127 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful

Atty. Dkt. No. 029573-0601

papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 17 day of March, 2004.

Robert W. Boesel  
ROBERT W. BOESEL

State of CALIFORNIA )  
County of SAN DIEGO ) ss.

On this 17 day of MARCH, 2004, before me, a notary public in and for said county, appeared ROBERT W. BOESEL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he she acknowledged that he she signed, sealed, and delivered the said instrument as his her free and voluntary act for the uses and purposes therein set forth.

Elizabeth L. Bloom  
Notary Public

My Commission Expires: 7-1-07

(Seal)



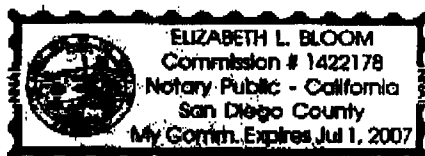
Atty. Dkt. No. 029573-0601

Executed this 17 day of March, 2004.


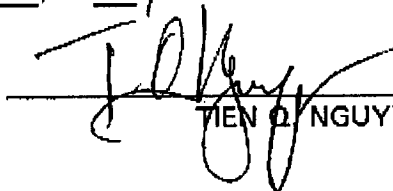
THEODORE J. MYERS

State of CALIFORNIA )  
County of SAN DIEGO ) ss.

On this 17 day of MARCH, 2004, before me, a notary public in and for said county, appeared THEODORE J. MYERS, who is ~~personally~~ known to me to be the same person whose name is subscribed to the foregoing instrument, and ~~he~~ she acknowledged that ~~he~~ she signed, sealed, and delivered the said instrument as ~~his~~ her free and voluntary act for the uses and purposes therein set forth.



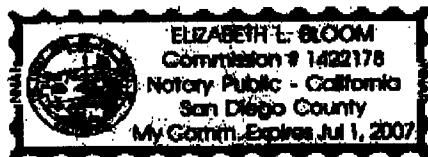
(Seal)

  
Notary PublicMy Commission Expires: 7-1-07Executed this 17 day of March, 2004

TIEN O. NGUYEN

State of CALIFORNIA )  
County of SAN DIEGO ) ss.

On this 17 day of MARCH, 2004, before me, a notary public in and for said county, appeared TIEN O. NGUYEN, who is ~~personally~~ known to me to be the same person whose name is subscribed to the foregoing instrument, and ~~he~~ she acknowledged that ~~he~~ she signed, sealed, and delivered the said instrument as ~~his~~ her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary PublicMy Commission Expires: 7-1-07