

04-19-2004



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To the Henorable Commissioner of rateurs and trademarks: Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Thomas F. Rust	Name: Nanochip, Inc.
Additional name(s) of conveying party(ies) attached? Yes X No	Address: 48041 Fremont Boulevard
3. Nature of conveyance:	Fremont, CA 94538
 ✓ Assignment Merger Security Agreement Change of Name Other 	
Execution Date: April 7, 2004	Additional name(s) & address(es) attached? Yes _ No
4. Application number(s) or patent number(s): A. Patent Application No.: 10/684,883 B. Confirmation No.: 4852	C. Patent No(s).:
Title: MOLECULAR MEMORY INTEGRATED CIRCUIT UTILIZING NON-VIBRATING CANTILEVERS	
Filed Date: October 14, 2003	
Additional numbers attached?YesNo	
If this document is being filed together with a new application, the execution date of the application is:	
5. Name and address of party to whom correspondence concerning document should be mailed:	Total Number of applications and patents involved: 1 X \$40.00 each
Name: Sheldon R. Meyer	7. Total fee (37 CFR 3.41)\$ 40.00
Address: Fliesler Meyer LLP	_✓ Charge Deposit Account No. 06-1325.
Four Embarcadero Center, Fourth Floor	8. Fee Authorization. Authorization is given to
San Francisco, CA 94111	charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.
Telephone: (415) 362-3800	Copy. (A duplicate copy of this authorization is not enclosed.)
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 L. Robbins	1/8/04
Attorney (Reg. No.: <u>54,774</u>) Signature Date 10. Total number of pages to be recorded: <u>3</u> (1 page cover sheet and <u>2</u> page document).	
10. Total number of pages to be recorded: 3 (1 page cover sneet and 2 page document).	

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Attorney Docket No.: LAZE-01011US1 mrobbins/laze/1011us1/1011us1.record.wpd

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PATENT REEL: 015208 FRAME: 0579

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Thomas F. Rust, a resident of 43 Asilomar Circle, Oakland, California 94611, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

MOLECULAR MEMORY INTEGRATED CIRCUIT UTILIZING NON-VIBRATING CANTILEVERS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 14th day of October, 2003, and assigned U.S. Patent Application No. 10/684,883.

WHEREAS Nanochip, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 48041 Fremont Boulevard, Fremont, California 94538, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions;

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- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

4/9/04	The T. Sk
Date	Thomas F. Rust
State of <u>California</u>	
County of Alameda	,)
on April 7th 2004 before	me, <u>Data O'Beirne</u> (Notary Public), (name and title of officer)
to be the person whose name is subscribed to the within in	nally known to me (or proved to me on the basis of satisfactory evidence) strument and acknowledged to me that he/she executed the same in his/her instrument the person, or the entity upon behalf of which the person acted,
WITNESS my hand and official seal.	DARA O'BEIRNE Commission # 1475376 Notary Public - California Alameda County
Signature Jaxa O'Beione	My Comm. Expires Mar 9, 2008
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