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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Customer No. 23910

4-12-04

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

1. Name of conveying party(ies):

Thomas F. Rust

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Nanochip, Inc.

Address: 48041 Fremont Boulevard

Fremont, CA 94538

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: April 7, 2004

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

A. Patent Application No.: 10/685,045

B. Confirmation No.: 5702

Title: PHASE CHANGE MEDIA FOR  
HIGH DENSITY DATA STORAGE

Filed Date: October 14, 2003

C. Patent No(s):

Additional numbers attached?  Yes  No

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:

Name: Sheldon R. Meyer

Address: Fliesler Meyer LLP

Four Embarcadero Center, Fourth Floor

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and patents involved: 1 X \$40.00 each

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

Charge Deposit Account No. 06-1325.

8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.

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

Attorney (Reg. No.: 54,774)

Signature

Date

4/8/04

10. Total number of pages to be recorded: 3 (1 page cover sheet and 2 page document).

04/16/2004 ECOOPER 00000187 061325 10685045

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Attorney Docket No.: LAZE-01019US1  
mrobbins/laze/1019us1/1019us1.record.wpd

## 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:

### PHASE CHANGE MEDIA FOR HIGH DENSITY DATA STORAGE

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 14<sup>th</sup> day of October, 2003, and assigned U.S. Patent Application No. 10/685,045.

WHEREAS Nanochip, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 7700 Edgewater Drive, Suite 665, Oakland, California 94621, 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.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said 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;

provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

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:

Date 4/7/04 Thomas F. Rust  
Thomas F. Rust

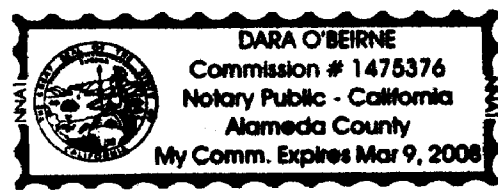
State of California  
County of Alameda

On April 7th, 2004 before me, Dara O'Beirne (Notary Public),  
(name and title of officer)

personally appeared Thomas F. Rust, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dara O'Beirne



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