

Form PTO-1595 (Rev. 09/04)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Robert Eugene Stoddard
Michael Shaw McKinley

Execution Date(s) June 30, 2004; June 30, 2004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: AEROFLEX POWELL, INC.

Internal Address: _____

Street Address: 383 N. Liberty

City: Powell

State: Ohio

Country: USA Zip: 43065

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/812,227

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: David E. Lovejoy

Internal Address: _____

Street Address: 102 Reed Ranch Rd

City: Tiburon

State: CA Zip: 94920-2025

Phone Number: 415-435-8203

Fax Number: 415-435-8857

Email Address: david.lovejoy@sbcglobal.net

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502521

Authorized User Name David E. Lovejoy

9. Signature:

David E. Lovejoy
Signature

October 13, 2004
Date

David E. Lovejoy
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Atty Doc No: CELE-01002USC DEL

[Customer No: 21603]

Atty: David E. Lovejoy (Reg No: 22,748)

700122590

PATENT
REEL: 015244 FRAME: 0080

CH \$40.00 602521 10812227

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

Inventor(1)	
Name	Robert Eugene Stoddard
Residence Address	958 Chelan Drive, Sunnyvale, CA 94087

and

Inventor(2)	
Name	Michael Shaw McKinley
Residence Address	1390 Los Arboles Avenue, Sunnyvale, CA 94087

have invented certain new and useful improvements in:

GENERATOR FOR AGILE FREQUENCY SIGNALS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<input checked="" type="checkbox"/> For which the application for United States Patent was filed.	
Filed Date (mm/dd/yyyy):	03/29/2004
SC/Serial Number:	10/812,227

WHEREAS, the ASSIGNEE is a corporation which has the Name, is organized and exists under the laws of the State of Incorporation and has a principal Place of Business as follows:

ASSIGNEE	
Name:	AEROFLEX POWELL, INC.
State of Incorporation	Ohio
Place of Business	383 N. Liberty Powell, OH 43065

WHEREAS the ASSIGNEE wants 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 jointly or severally by said Inventors (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 each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to 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 or 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 Inventors hereby jointly and severally covenant and agree 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 Inventors 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 Inventors 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 Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each said Inventor hereby authorizes and requests the Commissioner for Patents to issue any and all of said patents in the United States to said Assignee, for Assignee's full use and enjoyment and for the use and enjoyment of Assignee's legal representatives and assigns, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by said Inventors had this Assignment not been made.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

(1) *Robert Eugene Stoddard*
(Inventor(1)'s Signature)
ROBERT EUGENE STODDARD

State of CALIFORNIA)
County of SANTA CLARA)

On JUNE 30, 2004 before me, HOLLY TARBET, NOTARY PUBLIC,
(name and title of officer)

personally appeared **Robert Eugene Stoddard**, ~~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 executed the same in his authorized capacity, and that by his 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 *Holly Tarbet*



(2) *Michael Shaw McKinley*
(Inventor(2)'s Signature)
MICHAEL SHAW MCKINLEY

State of California)
County of Santa Clara)

On JUNE 30, 2004 before me, HOLLY TARBET, NOTARY PUBLIC,
(name and title of officer)

personally appeared **Michael Shaw McKinley**, ~~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 executed the same in his authorized capacity, and that by his 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 *Holly Tarbet*


