

07-21-2004

FORM PTO-1595

REI



102795329

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

Wendell B. Sander
Ronald A. Meck
Earl W. McCune, Jr.

17-8-04

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

Name Tropian, Inc.

Internal Address _____

U.S. PTO
10/887586
22390

070804

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address 20813 Stevens Creek Blvd.

City Cupertino State CA Zip 95014

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

Execution Date April 11, 2001, April 11, 2001, April 11, 2001

10887586

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 July 5, 2004

A. Patent Application No. (s)

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name Thelen Reid & Priest LLP

Internal Address _____

Street Address P. O. Box 640640

City San Jose State CA Zip 95164-0640

6. Total number of applications and patents involved 1

7. Total fee (37 CFR §3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-1698

(Attach duplicate copy of this page if paying by deposit account)

07/20/2004 LWELLER 00000136 501698 10887586

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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.

William E. Winters
Name of Person Signing

JULY 8, 2004
Date

Total number of pages including cover sheet, attachments and document 3

Mail documents to be recorded with required cover sheet information to:

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by Wendell B. SANDER,
 residing at Los Gatos CA 95032 US,
 (and) Ronald A. MECK
 residing at 3630 Old San Jose Road Soquel CA 95073 US,
 (and) Earl W. McCUNE, Jr.
 residing at 2252 Sutter Avenue Santa Clara CA 95050 US,
 (and) _____,
 residing at _____,
 (and) _____,
 residing at _____,
 (and) _____,
 residing at _____,
 (and) _____,
 residing at _____,
 and _____,
 residing at _____,
 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in COMMUNICATIONS SIGNAL AMPLIFIERS HAVING INDEPENDENT POWER CONTROL AND AMPLITUDE MODULATION set forth in an application for Letters Patent of the United States,

- (1) which is a provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. , and filed on ; or
- (2) which is a non-provisional application
 - (a) having an oath or declaration executed on even date herewith prior to filing of application;
 - (b) bearing Application No. _____, and filed on _____; or
 - (c) to be filed; and

WHEREAS, TROPIAN, INC., a corporation duly organized under and pursuant to the laws of THE STATE OF CALIFORNIA and having its principal place of business at 20813 STEVENS CREEK BOULEVARD, SUITE 150, CUPERTINO, CALIFORNIA 95014 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the

term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date	4-11-01	Signature of Assignor	<u><i>Van Dell B. Smith</i></u>
Date	4-11-01	Signature of Assignor	<u><i>Donald A. Smith</i></u>
Date	4-11-01	Signature of Assignor	<u><i>Paul W. McEwen</i></u>
Date		Signature of Assignor	_____
Date		Signature of Assignor	_____
Date		Signature of Assignor	_____
Date		Signature of Assignor	_____
Date		Signature of Assignor	_____