

08-20-2004



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FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RE

U.S. Department of Commerce Patent and Trademark Office

8-12-04

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

1. Name of conveying party(ies):

Joseph D. Walters  
Zoran Stefanoski  
Tommy C. Lee

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Dates: August 11, 2004; August 11, 2004; August 12, 2004

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

Name: NVIDIA Corporation

Internal Address: \_\_\_\_\_

Street Address: 2701 San Tomas Expressway

City: Santa Clara State: California Zip: 95050

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

16884 U.S. PTO  
10/917137



081204

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

If this document is being filed together with a new application, the execution date of the application is: August 12, 2004 (Date of Filing)

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: James A. Sheridan

Internal Address: Moser, Patterson & Sheridan, LLP

Street Address: 595 Shrewsbury Avenue, Suite 100

City: Shrewsbury State: New Jersey Zip: 07702

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 20-0782

Please debit underpayment or credit any overpayment to the above deposit account.

Our Order No. NVDA/P001391

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

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.

John C. Carey, Reg. No. 51,530  
Name of Person Signing

Signature

8/12/04

Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

08/19/2004 MGETACHE 00000128 200782 10917137

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293721-1

PATENT  
REEL: 015688 FRAME: 0246

Attorney Docket No. NVDA P001391

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Joseph Douglass WALTERS, residing at  
4332 Vanderbilt Drive  
San Jose, CA 95130

Zoran STEFANOSKI, residing at  
436 Laurel Street  
Menlo Park, CA 94025

Tommy C. LEE, residing at  
4451 Deer Ridge Road  
Danville, CA 94506

(hereinafter referred to as Assignor(s), have invented a certain invention entitled:

**MODULAR, SCALABLE THERMAL SOLUTION**

for which application for Letters Patent in the United States is filed on even date herewith; and

WHEREAS, NVIDIA Corporation, a corporation of the State of Delaware, having a place of business at 2701 San Tomas Expressway, Santa Clara, California 95050 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor(s) to have been received in full from said Assignee:

1. Said Assignor(s) hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor(s) shall include prompt production of pertinent facts and documents, giving testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon,

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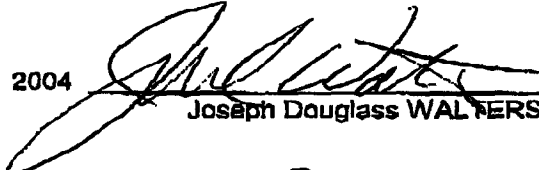
Attorney Docket No. NVDA P001391

including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor(s) in providing such cooperation shall be paid for by said Assignee.

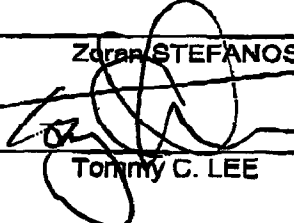
3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor(s), their respective heirs, legal representatives and assigns.

4. Said Assignor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to said Assignee on the date indicated below.

8-11-04 \_\_\_\_\_, 2004   
Joseph Douglass WALTERS

\_\_\_\_\_ 2004 \_\_\_\_\_  
Zoran STEFANOSKI

8-12-04 \_\_\_\_\_, 2004   
Tommy C. LEE

293718-1

Attorney Docket No. NYDA P303391

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Joseph Douglas WALTERS, residing at  
4302 Vanderhill Drive  
San Jose, CA 95130

Zoran STEFANOSKI, residing at  
438 Laurel Street  
Menlo Park, CA 94026

Tommy C. LEE, residing at  
4451 Deer Ridge Road  
Davisville, CA 94528

(hereinafter referred to as Assignor(s)), have invented a certain invention entitled:

MODULAR, SCALABLE THERMAL SOLUTION

for which application for Letters Patent in the United States is filed on even date herewith; and

WHEREAS, NVIDIA Corporation, a corporation of the State of Delaware, having a place of business at 2701 San Tomas Expressway, Santa Clara, California 95050 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventions, copyrights and other forms of protection (hereinafter referred to as Patents) hereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor(s) to have been received in full from said Assignee:

1. Said Assignor(s) hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every revision or extension of any of said Patents.

2. Said Assignor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest in said Invention heretofore conveyed to any and all countries and groups of countries. Such cooperation by said Assignor(s) shall include prompt production of pertinent facts and documents, giving testimony, execution of affidavits, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or contraindicated by said Assignor(s) for perfecting in said Assignee the right, title and interest therein conveyed (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for issuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application thereof and any patents granted thereon,

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Attorney Doctel No. NVDA PC01391

including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expenses incurred by said Assignee in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignee, their respective heirs, legal representatives and assigns

4. Said Assignee(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF the said Assignor has executed and delivered this instrument to said Assignee on the date indicated below.

\_\_\_\_\_, 2004 \_\_\_\_\_ Joseph Douglas WALTERS

08/11/04 \_\_\_\_\_ ZARIN STEFANOSU

\_\_\_\_\_, 2004 \_\_\_\_\_ Tommy C. LEE

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TOTAL P.02

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