

11/17/04

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

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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):
 (1) C. BRENT DANE
 (2) FRITZ B. HARRIS
 (3) JOSEPH T. TARANOWSKI
 (4) STEWART B. BROWN

Execution Date(s) 27 October 2004

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

2. Name and address of receiving party(ies)
 Name: METAL IMPROVEMENT COMPANY LLC
 Internal Address: _____
 Street Address: 10 FOREST AVENUE
 City: PARAMUS
 State: NJ
 Country: US Zip: 07652

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

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3. Nature of conveyance:

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

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s) _____
 B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Mark A. Haynes
 Internal Address: _____
 Street Address: P.O. Box 366
751 Kelly Street
 City: Half Moon Bay
 State: CA Zip: 94019
 Phone Number: (650) 712-0340
 Fax Number: (650) 712-0263
 Email Address: kmarley@hmbay.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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 50-0869 MICI 1005-1
 Authorized User Name Mark A. Haynes

9. Signature: Mark A. Haynes 17 Nov 04
 Signature Date

Mark A. Haynes
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 016006 FRAME: 0558

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- | | |
|--|---|
| (1) C. Brent Dane
678 Crane Avenue
Livermore, CA 94551 | (2) Fritz B. Harris
5432 Havenhurst Circle
Rocklin, CA 95677 |
| (3) Joseph T. Taranowski
480 Kensington Common
Livermore, CA 94551 | (4) Stewart B. Brown
763 North Abel Street
Milpitas, CA 95035 |

hereinafter termed "Inventors", have invented certain new and useful improvements in

**ACTIVE BEAM DELIVERY SYSTEM FOR LASER PEENING AND LASER PEENING
METHOD ARRANGEMENT OF A MEMORY CELL ARRAY**

and have filed a non-provisional application for a United States patent disclosing and identifying the above invention on _____ as Application No. _____, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such non-provisional application on:

- (1) the 27th day of October, 2004;
- (2) the 27th day of October, 2004;
- (3) the 27th day of October, 2004;
- (4) the 27th day of October, 2004;

(hereinafter termed "applications"); and

WHEREAS, Metal Improvement Company LLC (a wholly-owned subsidiary of Curtiss Wright Corporation), a limited liability company formed under the laws of the State of Delaware, having a place of business at 10 Forest Avenue, Paramus, NJ 07652 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors jointly or severally (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby jointly and severally sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention 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 the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of 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 said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use 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, jointly and severally, the inventors' respective heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

C. Brent Dane
C. BRENT DANE

Date: 10/27/04

F. B. Harris
FRITZ B. HARRIS

Date: 10/27/04

Joseph T. Taranowski
JOSEPH T. TARANOWSKI

Date: 10/27/04

Stewart B. Brown
STEWART B. BROWN

Date: 10/27/04