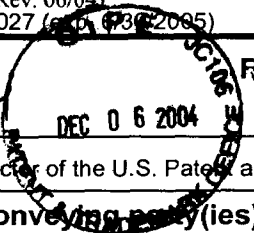


12-13-2004

12/06/04



RECORD

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102899552

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

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

Jude Kelley; Jeffrey W. Carr;
Peter S. Fiske

Execution Date(s) 11/23/2004

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

2. Name and address of receiving party(ies)

Name: Rapt Industries, Inc.

Internal Address: _____

Street Address: 6252 Preston Avenue

City: Livermore

State: CA

Country: USA Zip: 94550

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

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):

A. Patent Application No.(s)

10/913,739

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Sheldon R. Meyer

Fliesler Meyer LLP

Street Address: _____

Four Embarcadero Center, 4th Floor

City: San Francisco

State: CA

Zip: _____

Phone Number: 415.362.3800

Fax Number: 415.362.2928

Email Address: officeactions@fdml.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 06-1325

Authorized User Name Fliesler Meyer LLP

9. Signature:

Signature

12/1/04

Date

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Reg. No. 54,554

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

Attorney Docket No.: CARR-01011US1 SRM/DTX
dxue/carr/1011us1/1011us1.assign cover.pdf

PATENT
REEL: 016051 FRAME: 0451

12/07/2004 ERREGAY1 0000084 10913739 40.00 DB 02 FC:8021

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Jude Kelley,
a resident of Belmont, California; and

(2) Jeffrey W. Carr,
a resident of Livermore, California; and

(3) Peter S. Fiske,
a resident of Oakland, California.

have invented certain new and useful improvements in:

SYSTEMS AND METHODS FOR LASER-ASSISTED PLASMA PROCESSING

and have 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 6th day of August, 2004, and assigned U.S. Patent Application No. 10/913,739, which claims priority to Provisional Application No. 60/495,194, filed on the 14th day of August, 2003.

WHEREAS Rapt Industries, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 6252 Preston Avenue, Livermore, State of California 94550, 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 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

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.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

11/23/04
Date

(1) Jude A. Kelley
Jude Kelley (Inventor's Signature)

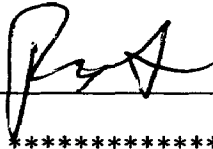
State of California)

County of Alameda)

On November 23, 2004 before me, Peter S. Fiske, VP. Business Development
(name and title of officer)

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

WITNESS my hand and official seal.

Signature 

Date 11/23/04

(2) 
Jeffrey W. Carr (Inventor's Signature)

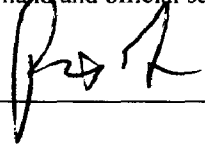
State of California)

County of Alameda)

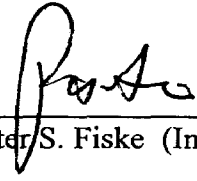
On November 23, 2004 before me, Peter Fiske - VP - Finance
(name and title of officer)

personally appeared Jeffrey W. Carr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

Date 11/23/04

(3) 
Peter S. Fiske (Inventor's Signature)

State of California)

County of Alameda)

On 11/23/04 before me, Jeffrey W. Carr CTO
(name and title of officer)

personally appeared Peter S. Fiske, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 