


Client Code: IRDM.126A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>a. John Batey b. Clarence Chui c. Manish Kothari</p> <p>d. IRIDIGM DISPLAY CORPORATION 2415 Third Street San Francisco, CA 924107</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: IDC, LLC Internal Address: Street Address: 2415 Third Street City: San Francisco State: CA ZIF: 94107</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance: Assignment</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>a. December 10, 2004 b. December 10, 2004 c. December 10, 2004 d. October 1, 2004</p>	<p>4. US: or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 10/251,196 Filing Date: September 20, 2002</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: IRDM.126A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40.00</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Mark M. Aburneri</u> Name of Person Signing</p> <p><u>43,458</u> Registration No.</p> <p> Signature</p> <p><u>April 20, 2005</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 9</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
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Alexandria, VA 22313-1450
Facsimile Number: (703) 306-5995

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ASSIGNMENT

WHEREAS, We, Mark W. Miles, a United States citizen, residing at Bldg 43 Fort Mason, San Francisco, California 94123, John Batey, a citizen of the United Kingdom, residing at 219 Brannan Street, #16A, San Francisco, California 94107, Clarence Chui, a United States citizen, residing at 1554 Los Altos Drive, San Mateo, California 94402, and Manish Kothari, a citizen of India, residing at 155 Eyelet Lane, Redwood City, California 94065, have invented certain new and useful improvements in a METHOD OF FABRICATING A MICROELECTROMECHANICAL SYSTEMS DEVICE for which we have filed an application for Letters Patent in the United States, Application No. 10/251,196, filed on September 20, 2002;

AND WHEREAS, IDC, LLC (hereinafter "ASSIGNEE"), a Delaware limited liability company, with its principal place of business at 2415 3rd Street, San Francisco, California 94107, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Mark W. Miles

STATE OF CAL

COUNTY OF

}
} ss.
}

On _____, before me, _____, personally appeared Mark W. Miles 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 executed the same in his/her authorized

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capacity(ies), and that by his/her 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.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of December, 2004

John Batey

STATE OF CALIFORNIA }

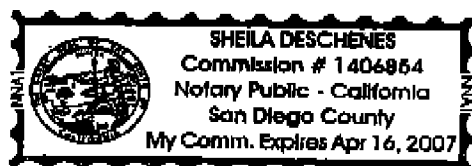
SS.

COUNTY OF SAN DIEGO }

On Dec. 10, 2004, before me, Sheila Deschenes, personally appeared John Batey 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~~ executed the same in his/~~her~~ authorized capacity(ies), and that by his/~~her~~ 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.

[SEAL]



Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of December, 2004

Clarence Chui

STATE OF CALIFORNIA }

SS.

COUNTY OF SAN DIEGO }

On Dec. 10, 2004, before me, Sheila Deschenes, personally appeared Clarence Chui 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~~ executed the same in his/~~her~~ authorized

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capacity(~~ies~~), and that by his/~~her~~ 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.

[SEAL]



Sheila Deschenes
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10 day of Dec, 2004

Manish Kothari
Manish Kothari

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On Dec. 10, 2004, before me, Sheila Deschenes, personally appeared Manish Kothari 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~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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.

[SEAL]



Sheila Deschenes
Notary Signature

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "**Assignment**") dated October 1, 2004 (the "**Effective Date**") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "**Assignor**") to IDC, LLC, a Delaware limited liability company (the "**Assignee**").

INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "**Patents**").

AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignor, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION


By: 
Name: JOHN BAREN
Title: CHIEF OPERATING OFFICER

EXHIBIT A

August 30, 2004

Country	Filed	Serial #	Issued	Patent #	Status
<u>VISIBLE SPECTRUM MODULATOR ARRAYS</u>					
EPC	05/01/1995	95918880.6			NAT PHASE
JAPAN	05/01/1995	7-529030			NAT PHASE
UNITED STATES	05/05/1994	08/238,750	11/10/1998	5,835,255	ISSUED
WIPO	05/01/1995	PCT/US95/05358			ABANDONED
UNITED STATES	04/23/1986	06/855,166			ABANDONED
UNITED STATES	03/04/1988	07/166,744			ABANDONED
UNITED STATES	01/12/1989	07/296,896			ABANDONED
UNITED STATES	03/05/1990	07/489,794			ABANDONED
UNITED STATES	11/18/1991	07/794,819			ABANDONED
UNITED STATES	05/01/1993	08/032,711			ABANDONED
UNITED STATES	02/25/2002	10/082,397			PENDING
<u>INTERFEROMETRIC MODULATION</u>					
JAPAN	11/06/1996	09-518276			PENDING
UNITED STATES	07/31/1996	08/688,710	03/21/2000	6,040,937	ISSUED
UNITED STATES	01/27/1999	09/238,340	04/25/2000	6,055,090	ISSUED
UNITED STATES	11/16/1995	08/554,630			ABANDONED
<u>INTERFEROMETRIC MODULATION OF RADIATION</u>					
UNITED STATES	12/19/1996	08/769,947			ABANDONED
UNITED STATES	10/10/2001	09/974,544	01/20/2004	6,680,792	ISSUED
UNITED STATES	11/21/2001	09/991,378			PENDING
UNITED STATES	02/19/2002	10/078,282			PENDING
UNITED STATES	04/07/1999	09/966,843			ALLOWED
UNITED STATES	01/05/2004	NOT ASSIGNED			PENDING
<u>VISIBLE SPECTRUM MODULATOR ARRAYS</u>					
UNITED STATES	11/05/1996	08/744,253	11/05/1996	5,986,796	ISSUED
UNITED STATES	08/20/1999	09/378,143			ABANDONED
<u>INTERFEROMETRIC MODULATION OF RADIATION</u>					
SOUTH KOREA	10/09/1999	2000-7011227			NAT PHASE
TAIWAN	04/07/1999	88105551			ABANDONED
TAIWAN	04/07/1999	89113021	TW165,944	10/02/2002	ISSUED
UNITED STATES	04/08/1998	09/056,975	6,674,502	01/06/2004	ISSUED
WIPO	04/01/1999	US99/07271			PENDING
<u>PHOTONIC MEMS AND STRUCTURES</u>					
UNITED STATES	10/05/1999	09/413,222			PENDING
WIPO	07/10/2001	US01/41341			PENDING
UNITED STATES	11/13/2001	10/012,092	6,650,415		ISSUED
UNITED STATES	08/19/2002	10/224,029			PENDING

TAIWAN	3/22/2002	91105559		PENDING
JAPAN	07/10/2001	2003-512759		PENDING
SOUTH KOREA	07/10/2002	2004-700433		PENDING

DIRECTLY LAMINATED TOUCH SENSITIVE SCREEN

UNITED STATES	06/05/2001	09/875,401		PENDING
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HERMETIC SEAL AND METHOD TO CREATE SAME

UNITED STATES	08/01/2001	09/921,196	6,589,625	07/08/2003	ISSUED
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CONTROLLING MICRO-ELECTROMECHANICAL CAVITIES

UNITED STATES	02/12/2002	10/076,224	6,710,908	03/23/2004	ISSUED
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A METHOD FOR FABRICATING A STRUCTURE FOR MICROELECTROMECHANICAL SYSTEMS (MEMS) DEVICE

UNITED STATES	02/12/2002	10/074,562		ALLOWED
WIPO	04/29/2002	US02/13442		PENDING

MICROELECTRICMECHANICAL SYSTEMS DEVICE AND METHOD FOR FABRICATING SAME

UNITED STATES	02/27/2002	10/084,893	6,574,023	06/03/2003	ISSUED
WIPO	04/29/2002	US02/13462			PENDING

A DEVICE HAVING A LIGHT-ABSORBING MASK AND A METHOD FOR FABRICATING SAME

UNITED STATES	07/02/2002	10/190,400	6,741,377	05/25/2004	ISSUED
WIPO	06/27/2003	US03/20433			PENDING

CONTROLLING ELECTROMECHANICAL BEHAVIOR OF STRUCTURES WITHIN A MICROELECTROMECHANICAL SYSTEMS DEVICE

→ UNITED STATES	09/18/2003	10/251,196		PENDING
WIPO	09/20/2002	US03/30016		PENDING
TAIWAN	09/18/2003	92125860		PENDING

A METHOD FOR MANUFACTURING AN ARRAY OF INTERFEROMETRIC MODULATORS

UNITED STATES	04/15/2003	10/414,594		PENDING
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THIN FILM PRECURSOR STACK FOR MEMS MANUFACTURING

UNITED STATES	06/24/2003	10/606,001		PENDING
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SEPARABLE MODULATOR

UNITED STATES	08/19/2003	10/644,312		PENDING
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AREA ARRAY MODULATION AND LEAD REDUCTION IN INTERFEROMETRIC MODULATOR ARRAYS

UNITED STATES	12/09/2003			PENDING
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METHOD TO CHANGE TEMPORAL RESPONSE OF IMODS

UNITED STATES	03/03/2004	PENDING
<u>IMOD WITH INTEGRATED SHUNT RESISTOR NETWORK</u>		
UNITED STATES	02/03/2004	PENDING
<u>INTEGRAL MODULATOR ILLUMINATION</u>		
UNITED STATES	03/04/2004	PENDING
<u>MEMS DEVICES WITH UNRELEASED THIN FILM COMPONENTS</u>		
UNITED STATES	11/03/2003	PENDING