

1/15/05

01-21-2005

Docket No.: 56233-213 (THAT-16)

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03

HEET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Gary Hebert**  
**Frank Thomas**  
  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **THAT Corporation**  
Internal Address: \_\_\_\_\_  
  
Street Address: **45 Sumner Street**  
  
City: **Milford** State: **MA** ZIP: **01757**  
  
Additional name(s) & address(es) attached?  Yes  No

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3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **January 3 and 7, 2005, respectively**

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
**10/963,275**  
**Filed: 10/12/04**  
  
Additional numbers attached?  Yes  No

B. Patent No.(s)  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Toby H. Kusmer, P.C.**  
Internal Address: **McDermott Will & Emery LLP**  
**01/21/2005 GTOM11 00000009 10963275**  
**01 FC:8021 40.00 OP**  
Street Address: **28 State Street**  
  
City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number:  
**501133**  
  
(Attach duplicate copy of this page if paying by deposit account:)

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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.*  
**Toby H. Kusmer, P.C.** **January 13, 2005**  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: **3**

## ASSIGNMENT OF PATENT RIGHTS

We, **Gary Hebert** residing at **245 Green Street, Shrewsbury, MA 01543** and **Frank Thomas** residing at **347 Northfield Road, Lunenburg, MA 01462**, having invented improvements in **LOW-POWER INTEGRATED-CIRCUIT SIGNAL PROCESSOR WITH WIDE DYNAMIC RANGE**, and having this day executed a patent application for United States patent describing the same based thereon (and We hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, **Serial No. 10/963,275, Filed October 12, 2004**), for good and valuable consideration, receipt of which is hereby acknowledged from **THAT Corporation, a Massachusetts corporation** having its principal place of business at **45 Sumner Street, Milford, Massachusetts 01757-1656** (and hereinafter called the Assignee, which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee, our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application;


And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and do hereby authorize the Assignee to apply in our name or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration we do hereby agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

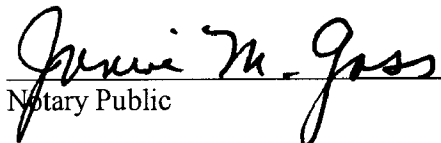
And we do hereby covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed my right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seal on the day and year hereinafter noted.

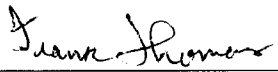
  
\_\_\_\_\_  
Gary Hebert

State of MASSACHUSETTS )  
County of WORCESTER ) ss.

Before me this 3<sup>RD</sup> day of JANUARY, year of 2005, personally appeared **Gary Hebert**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.


  
\_\_\_\_\_  
Notary Public

Seal

  
\_\_\_\_\_  
**Frank Thomas**

State of Massachusetts )  
County of Worcester ) ss.

Before me this 9<sup>th</sup> day of January, year of 2005, personally appeared **Frank Thomas**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

Seal

Attorney Docket No. 56233-213 (THAT-16)  
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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**In re Patent Application of:** Gary Hebert, et al.  
**Application Number(s):** 10/963,275  
**Filing Date:** October 12, 2004  
**Title:** Low-Power Integrated-Circuit Signal Processor  
With Wide Dynamic Range  
**Docket Number:** 56233-213 (THAT-16)

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
P. O. Box 1450  
Alexandria, VA 22313-1450

Sir:


**TRANSMITTAL LETTER**

Enclosed herewith for filing in the above-identified patent application please find the following:

1. Assignment of Patent Rights;
2. Recordation Form Cover Sheet;
3. Check in the amount of \$40.00; and
4. Return Postcard.

In connection with the foregoing matter, please charge any additional fees which may be due, or credit any overpayment, to Deposit Account Number 50-1133. A duplicate copy of this letter is provided for this purpose.

Respectfully submitted,

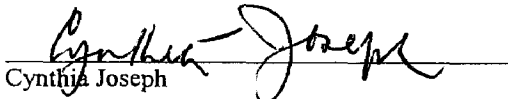


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**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.

Date: January 14, 2005



Cynthia Joseph