

1-07-05

01-26-2005

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FORM PTO-1596
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No.: P3688US1

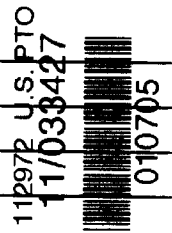
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):
Joshua D. Fagans; Jeffrey L. Robbin; Timothy B. Martin
Timothy E. Wasko
Additional name(s) of conveying party(ies) attached? Yes

2. Name and address of receiving party(ies):
Name: Apple Computer, Inc.
Internal Address:
Street Address: 1 Infinite Loop
City: Cupertino State/Country CA ZIP: 95014
Additional name(s) & address(es) attached? Yes

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: January 7, 2005



4. Application number(s) or patent number(s):
If the document is being filed together with a new application, the execution date of the application is: January 7, 2005
A. Patent Application No(s).
01/18/2005 HALI11 00000031 11033427
01 FC:8021 40.00 DP
B. Patent No(s).
Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Hickman Palermo Truong & Becker LLP
Internal Address:
Street Address: 2055 Gateway Place, Suite 550.
City: San Jose State: CA Zip: 95110

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-1302

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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.
Brian D. Hickman, Reg. No. 35,894
Signature: [Signature] Date: January 7, 2005

Name and Registration No. of Person Signing
Signature
Date:
Total number of pages comprising cover sheet: 5

CMB No. 0851-0011 (exp. 4/94)

60108-0023

Express Mail No. EV 564757675 US

PATENT
REEL: 016166 FRAME: 0094

Docket No.: P3688US1

ASSIGNMENT

WHEREAS WE, Joshua D. Fagans of Redwood City, California, USA; Jeffrey L. Robbin of Los Altos, California, USA; Timothy B. Martin of Sunnyvale, California, USA; and Timothy E. Wasko of High River, Alberta, CANADA, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled, "STRAIGHTENING DIGITAL IMAGES", for which application for Letters Patent of the United States has been executed on even date herewith;

AND WHEREAS, Apple Computer, Inc., a California corporation having a place of business at 1 Infinite Loop, Cupertino, California 95014 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto Apple Computer, Inc., its legal representatives, successors, and assigns ("Assignee"), the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

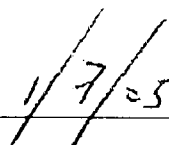
UPON SAID CONSIDERATIONS, we hereby agree with the said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and Assignee;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

(1)


Joshua D. Fagans

Date:


1/7/05

Docket No.: P3688US1

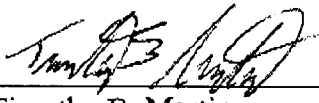
(2)

JL Robbin
Jeffrey L. Robbin

Date: 1/7/05

For "Straightening Digital Images"


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(3) 

Timothy B. Martin

Date: 1/7/05

Docket No.: P3688US1

(4) 
Timothy E. Wasko

Date: 1/7/05