TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS WASHINGTON DC 20231

REQUEST FOR RECORDING AND COVER SHEET UNDER 37 CFR 3.28 AND 3.31

Please record the attached original document or copy thereof.

Name of party conveying the interest:

ANDREW HUIBERS

 Name and address of party receiving the interest: REFLECTIVITY, INC.

350 POTRERO AVENUE SUNNYVALE, CA 94085

Nature of conveyance:

[X] Assignment

[] Change of Name [] Other

Execution Date: 1/30/04

4. Patent Application Number: 11/001,806

Patent Number:

- [] Document filed together with a patent application filed on and entitled
- 5. <u>Address correspondence concerning this Request to</u>: Gregory R. Muir, **REFLECTIVITY, INC., 350 POTRERO AVENUE, SUNNYVALE, CA 94085**
- 6. <u>Total number of applications or patents involved:</u>

1 @ \$40.00 = \$40.00

- 7. Total fee under 37 CFR 3.41:\$ 40.00
- 8. Please charge recording fee to our Deposit Account No. <u>501516</u>, referencing attorney's docket number <u>P200-US</u>.
- To the best of knowledge and belief of the undersigned, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date:

Name: Grégory R. Muir Registration Number: 35,293

> PATENT REEL: 016335 FRAME: 0404

Attorney Docket No. P142-US

ASSIGNMENT OF APPLICATIONS FOR UNITED STATES LETTERS PATENT

WHEREAS, we the undersigned, **ANDREW G. HUIBERS**, hereinafter referred to as the ASSIGNOR, have invented new and useful "A DOUBLE SUBSTRATE REFLECTIVE SPATIAL LIGHT **MODULATOR WITH SELF-LIMITING MICRO-MECHANICAL ELEMENTS**" which said ASSIGNOR has caused an application for United States Letters Patent to be prepared; said application being filed in the United States Patent and Trademark Office;

AND WHEREAS REFLECTIVITY, INC., a corporation of CALIFORNIA, having a place of business at 350 POTRERO AVE, SUNNYVALE, CA, hereinafter referred to as the ASSIGNEE, is desirous of acquiring the entire right, title and interest, in and to said application, including any and all divisions, continuations, and continuations-in-part thereof, and in and to the invention and any and all patents which may be granted therefor in the United States and throughout the world, including any and all renewals, reissues, extensions and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by said ASSIGNEE to said ASSIGNOR, the receipt of which is hereby acknowledged, said ASSIGNOR hereby assigns, sells and transfers to said ASSIGNEE, and said ASSIGNEE'S successors and assigns, the entire and exclusive right, title and interest in and to said application, including any and all divisions, continuations, and continuations-in-part thereof, and in and to said invention and any and all patents that may be granted therefor, including any and all renewals, reissues, extensions and prolongations thereof; said ASSIGNEE, and said ASSIGNEE'S successors and assigns, to have, hold, exercise and enjoy the said application, including any and all divisions, continuations, and continuations-in-part thereof, and the said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, extensions and prolongations thereof, with all the rights, powers, privileges and advantages in any way arising from or appertaining thereto, for and during the term or terms of any and all such patents when granted, including any and all renewals, reissues, extensions and prolongations thereof, for the use and benefit of said ASSIGNEE, and said ASSIGNEE'S successors and assigns, in as ample and beneficial a manner as the said ASSIGNOR might or could have held and enjoyed the same, if this assignment had not been made.

AND said ASSIGNOR hereby agrees to perform upon the request of said ASSIGNEE, or said ASSIGNEE'S successors or assigns, any and all acts relating to the obtaining or to the asserting of said patents, including any and all renewals, reissues, extensions and prolongations thereof.

AND said ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to issue Letters Patent on said application, and on any and all divisions, continuations, and continuation-in-part thereof, to said ASSIGNEE and said ASSIGNEE'S successors and assigns, in accordance herewith.

PATENT REEL: 016335 FRAME: 0405 Attorney Docket No. P142-US

ASSIGNOR agrees to promptly, upon request and without further compensation, but with all out-of-pocket costs or expenses to be reimbursed by ASSIGNEE, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the said ASSIGNEE, its successors and assigns, may be necessary or desirable for obtaining, sustaining, reissuing, renewing and enforcing United States Letters Patent and foreign Letters Patent for said invention, and for perfecting, affirming, recording, and maintaining the title of said ASSIGNEE, its successors and assigns thereto, and to generally cooperate with said ASSIGNEE to the fullest extent in all matters pertaining to said invention and patents, and said ASSIGNEE'S title thereto

ASSIGNOR(S):

Signature:

Date: 1-30-2004

Name: ANDREW G. HUIBERS

PATENT REEL: 016335 FRAME: 0406