

# RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 31248-8-UT

Patent and Trademark Office

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

1. Name of conveying party(ies):  
Gerard Minogue and Thomas P. Griego

2. Name and address of receiving party(ies):

Name: Surflect Technologies, Inc.

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

Street Address: 12000 Candelaria Boulevard, N.E.

City: Albuquerque State: NM Zip: 87122

3. Nature of conveyance:

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

[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other

Execution Date: June 27, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 11/058,005, filed February 14, 2005

Additional numbers attached? [ ] Yes [X] No

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

Name: Jeffrey D. Myers

6. Total number of applications and patents involved: 1

Address: Peacock Myers, P.C.  
P.O. Box 26927  
Albuquerque, New Mexico 87125-6927

7. Total fee (37 CFR 3.41): \$ 40.00

[X] Enclosed

[ ] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 13-4213

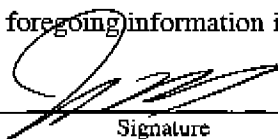
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9. Statement and signature.

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.

Jeffrey D. Myers/Reg. No. 35,964

Name of Person Signing



Signature

7/1/05

Date

Total number of pages including cover sheet: 4

Fax documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Mail Stop Assignment Recordation Services  
P.O. Box 1450  
Alexandria, VA 22313-1450

**ASSIGNMENT OF INVENTION AND PATENT RIGHTS****Inventors:** Gerard Minogue and Thomas P. Griego**Serial No.:** 11/058,005**Filing Date:** February 14, 2005

For valuable consideration received or to be received, and hereby acknowledged, Gerard Minogue of 1380 Rio Rancho Boulevard, Rio Rancho, New Mexico 87124, and Thomas P. Griego of 1258 Meadowlark Lane, Corrales, New Mexico 87048, (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto Surfnet Technologies, Inc. of 12000 Candelaria Boulevard, N.E., Albuquerque, New Mexico 87109, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Method and Apparatus for Aligning MEMS and Photonics Devices*, and described in an application filed in the United States Patent and Trademark Office on February 14, 2005, as Attorney Docket No. 31248-8-UT, and given U.S. Patent Application Serial No. 11/058,005, which claims priority of U.S. Provisional Patent Application Serial No. 60/544,834 filed on February 13, 2004, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

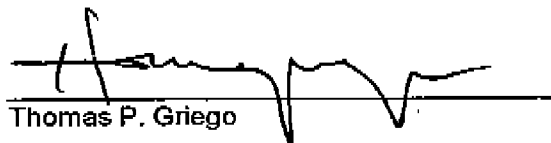
As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 27<sup>th</sup> day of June, 2005.

  
Gerard Minogue

DATED this 27<sup>th</sup> day of June, 2005.

  
Thomas P. Griego

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me this 27<sup>th</sup> day of June, 2005, by

Gerard Minogue



My commission expires: May 4<sup>th</sup>, 2009

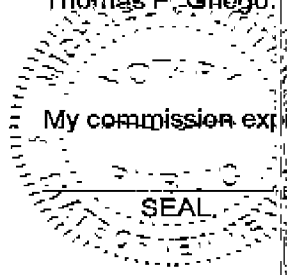
[Signature]  
Notary Public

\*\*\*\*\*

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me this 27 day of June, 2005, by

Thomas P. Griego



My commission expires: May 4<sup>th</sup>, 2009

[Signature]  
Notary Public

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JUN 29 2005

Peacock Myers & Adams