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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
Name Execution Date				
Paul Goodwin				09/22/2005
RECEIVING PARTY DATA				
Name:	Staktek Group L.P.			
Street Address:	8900 Shoal Creek Blvd.			
Internal Address:	Suite 125			
City:	Austin			
State/Country:	TEXAS			
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PROPERTY NUMBERS Total: 1 Property Type Number Application Number: 11231418				
Application Number: 11231418				
CORRESPONDENCE DATA				
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ATTORNEY DOCKET NUMBER:			254-TSNK / AK 158009	
NAME OF SUBMITTER:			J. Scott Denko	
Total Attachments: 2 source=Executed 254-TSNK Asssignment - Goodwin#page1.tif source=Executed 254-TSNK Asssignment - Goodwin#page2.tif				
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ASSIGNMENT

WHEREAS, Paul Goodwin, a citizen of the United States and a resident of Austin, Texas, (hereinafter called the "Assignor"), has invented a certain new and useful invention entitled **"High Capacity Thin Module System and Method"** (the "Invention") for which an application for a United States Patent was filed on September 21, 2005 (the "Application") and;

WHEREAS, Staktek Group L.P., a Texas limited partnership, having its principal place of business at 8900 Shoal Creek Blvd., Suite 125, Austin, Texas 78757 (hereinafter called the "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Staktek Group L.P. all right, title and interest in and to said Invention, said Application, and any other patent applications and patents directed to said Invention;

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said Invention, this assignment including, but not being limited to:

1. Said Invention, said Application, and any other patent applications, patents, or like grants or protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;

2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said Invention, including without limitation, those obtained or permissible under past, present and future laws or statutes;

3. All rights of action on account of past, present and future misappropriation or unauthorized use of said Invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to

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said invention, any other patents or like grants or protection on said Invention, and any trade secret misappropriation of said Invention;

4. The right to Assignee to file in its name applications for patents and like grants or protection for said Invention in any country or countries foreign to the United States; and

5. All international rights or priority associated with said Invention, said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Assignor:

Date: 21-58P-2005

Assignor:

Notary Public in and for the State of Texas

My commission expires: <u>4.18.08</u>

aul Goódwin

THE STATE OF TEXAS COUNTY OF TRAVIS

This instrument was acknowledged by Paul Goodwin on this the $\frac{22^{NP}}{22}$ day of Scotember _____, 2005.

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RECORDED: 11/15/2005