

08-29-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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103070380

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Charles D. Harris

2. Name and address of receiving party(ies)

Name: Digital Disc Corporation

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/04/2001

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 4126 High Star Lane

City: Dallas

State: Texas

Country: United States Zip: 75287-6736

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

09/870,078

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Todd E. Albanesi

Internal Address: _____

Street Address: Crutsinger & Booth, LLC

1601 Elm Street, Suite 1950

City: Dallas

State: Texas Zip: 75201-4744

Phone Number: 214-220-0444

Fax Number: 214-220-0445

Email Address: talbanesi@ipoftexas.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Todd E. Albanesi

Signature

August 22, 2005

Date

Todd E. Albanesi

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS BY AN INVENTOR

The "Assignor" is: **CHARLES D. HARRIS**
 having for post office address
14800 Enterprise Drive, Unit 5B
Farmers Branch, Texas 75234,
 having a residence in the county and state of
Dallas County, Texas
 and having a citizenship of
United States of America.

The "Assignee" is: **DIGITAL DISC CORPORATION**
 a corporation organized and existing under the laws of the State of
Texas,
 having a principal business address of
4126 High Star Lane
Dallas, TX 75287-6736
 and its successors, assigns, or other legal representatives.

The "Intellectual Property" is:

- (a) an invention referred to as **"DISC-MEDIA STORAGE CASE AND PRINTED-MEDIA STORAGE TRAY";**
- (b) any and all applications for patent or like protection on the invention
 - (i) that have been made or may in the future be made by the Assignor or Assignor's legal representatives,
 - (ii) whether in the United States of America or any other place anywhere in the world,
 - (iii) including without limitation any and all substitutions, divisions, continuations, continuations-in-part, and the like;
- (c) any and all patents or like protection on the invention
 - (i) that have been granted or may in the future be granted to the Assignor or Assignor's legal representatives,
 - (ii) whether in the United States of America or any other place anywhere in the world,
 - (iii) including without limitation any and all substitutions, divisions, continuations, continuations-in-part, reexaminations, reissues, renewals, extensions, and the like;
- (d) the following specific application for patent on the invention

| | |
|----------------------------------|---|
| of the following type | utility |
| filed in the | U.S. Patent and Trademark Office |
| entitled | "DISC-MEDIA STORAGE CASE AND PRINTED-MEDIA STORAGE TRAY" |
| Serial Number | 09/870,078 |
| filing date | May 30, 2001 |
| attorney docket identification | RIAL-1-P-18,420 |
| having for named inventor(s) | Charles D. Harris |
| and | |
| claiming an earliest priority of | May 30, 2001. |

- (e) any and all applications for patent based on, corresponding to, or claiming the priority of the above-identified application for patent
 - (i) that have been made or may in the future be made by the Assignor or Assignor's legal representatives,
 - (ii) whether in the United States of America or any other place anywhere in the world,
 - (iii) including without limitation any and all substitutions, divisions, continuations, continuations-in-part, and the like;
- (f) any and all patents based on, corresponding to, or claiming the priority of the above-identified application for patent
 - (i) that have been granted or may in the future be granted to the Assignor or Assignor's legal representatives,
 - (ii) whether in the United States of America or any other place anywhere in the world,
 - (iii) including without limitation any and all substitutions, divisions, continuations, continuations-in-part, reexaminations, reissues, renewals, extensions, and the like;
- (g) any and all rights of priority in the above-identified application for patent;
- (h) any and all rights in confidential information, confidential know-how, and/or trade secrets in the invention and/or the above-identified application for patent; and
- (i) any and all contractual rights, licenses, and choses in action of every kind that now are, or that may at any time hereafter be, due or owing to or owned by Assignor, based on any of the foregoing invention, application, and/or patent rights.

The Assignor hereby declares and represents to the Assignee that:

- (a) the Assignor has reviewed and understands the contents of the specification, including the claims, in the above-identified application for patent;
- (b) the Assignor believes himself or herself to be the original, first, and sole inventor (if only one name is listed for the above-identified application for patent) or the original, first, and joint inventor (if more than one name is listed for the above-identified application for patent) together with the other named inventor(s) of the subject matter which is described and/or claimed and for which patent protection is sought on the above-identified application for patent;
- (c) to the best of Assignor's knowledge and belief the above-identified application for patent fully and accurately describes the invention, including a full and accurate description of the best mode known for practicing the invention at the time the above-identified application for patent was filed;
- (d) the Assignor has disclosed to the Assignee all information known to the Assignor to be material to the patentability of any aspect of or claim in an application on the invention or the validity of any patent issuing on the invention, as materiality is defined in U.S. Title 37, Code of Federal Regulations, § 1.56, namely information where there is a substantial likelihood that a reasonable examiner would consider the information important in deciding whether or not to allow the application to issue as a patent, including without limitation, information as to any public information, use (personal, experimental, or public), gift, offer for sale, or sale of the invention or relating to the invention before the earliest claimed priority in the above-identified application for patent; and

- (e) the Assignor has not assigned, granted, conveyed, or licensed and is under no obligation under contract or law to assign, grant, convey, or license any rights in the invention to any person or business entity (except the Assignee).

IN CONSIDERATION OF good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, grant, and convey to the Assignee his or her entire right, title, and interest in and to the Intellectual Property, to the full extent of the Assignor's interest therein.

The Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from any and all U.S. applications of the Intellectual Property to the Assignee, as the assignee of the Assignor's entire interest therein.

The Assignor authorizes the Assignee to make applications for and to receive Letters Patent on the invention of the Intellectual Property in any foreign country in its own name.

The Assignor covenants and agrees that without further consideration the Assignor will:

- (a) maintain the confidentiality of the status of any pending applications for patent;
- (b) maintain the confidentiality of the subject matter of the Intellectual Property except to the extent already published until the subject matter is published by or with the permission of the Assignee or otherwise becomes public through no fault of Assignor;
- (c) disclose to the Assignee any and all information of which the Assignor may become aware that may be material to inventorship, namely, who truly contributed to the conception of the invention as defined in the claims of any application for patent or patent on the invention; and
- (d) disclose to the Assignee any and all information of which the Assignor later becomes aware that may be material to the patentability of any aspect of or claim in an application on the invention or the validity of any patent issuing on the invention, as materiality is defined in U.S. Title 37, Code of Federal Regulations, § 1.56, namely information where there is a substantial likelihood that a reasonable examiner would consider the information important in deciding whether or not to allow the application to issue as a patent, including without limitation, information as to any public information, use (personal, experimental, or public), gift, offer for sale, or sale of the invention or relating to the invention before the earliest claimed priority in the above-identified application for patent.

The Assignor covenants and agrees that, upon the request and at the expense of the Assignee, without further consideration the Assignor will:

- (a) execute or procure and deliver any further assurance of title to the Intellectual Property as the Assignee may reasonably deem necessary or desirable;
- (b) execute and deliver any truthful papers and testimony in any legal proceedings that the Assignee may reasonably deem necessary or desirable to perfect the Assignee's title to or enforce the Assignee's rights in the Intellectual Property; and
- (c) execute any continuations, divisions, reexaminations, reissues, renewals, extensions, or any other additional applications for patent directed to the subject matter of the Intellectual Property or any part or parts thereof and make all rightful oaths, and do all lawful acts requisite for procuring the same therein as the Assignee may reasonably deem necessary or desirable.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

WITNESS MY hand this 4TH day of SEPTEMBER, 2001.


Charles D. Harris

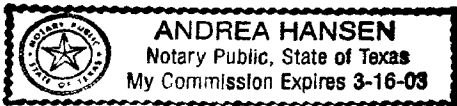
ATTEST:

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public, on this day personally appeared Charles D. Harris known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4TH day of SEPTEMBER, 2001.

[Seal]



Print Name of Notary Public
Andrea Hansen
Notary Public in and for
the State of Texas

My commission expires: _____

vblc:\ginny\clients\rial.1\assign