

11-23-2005

PATENT APPLICATION
Attorney's Do. No. 8371-201

IN THE UNITED S



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Please record the attached original document or copy thereof and return the recorded instrument to the undersigned.

1. Name of party(ies) conveying an interest: Sachin G. Deshpande
2. Name and address of party(ies) receiving an interest: Sharp Laboratories of America, Inc.
5750 NW Pacific Rim Boulevard
Camas, Washington 98607

3. Description of the interest conveyed:

☒ Assignment ☐ Change of Name ☐ Security Agreement ☐ Merger ☐ Other

Date of execution of attached document: **November 10, 2005**

4. Application number(s) or patent number(s). Additional sheet attached? Yes ___ No X

If this document is being filed together with a new application, the execution date of the application is: **November 10, 2005.**

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

MARGER JOHNSON & McCOLLOM, P.C.
210 S.W. Morrison Street, Suite 400
Portland, Oregon 97204
Telephone: (503) 222-3613

I hereby certify that this correspondence is being deposited with the United States Postal Service as EXPRESS MAIL NO. EV 687201101 US in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on November 14, 2005.

Maggie Baird

6. Number of applications and patents involved: 1
7. PTO Form 2038 authorizing credit card payment (\$40) is enclosed.
8. Any deficiency or overpayment should be charged or credited to deposit account number 13-1703.
9. 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.

Dated: November 14, 2005

Respectfully submitted,
MARGER JOHNSON & McCOLLOM, P.C.

Stephen S. Ford
Registration No. 35,139

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Total number of pages comprising
cover sheet and attached assignment **4**

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PATENT
REEL: 017245 FRAME: 0446

ASSIGNMENT

WHEREAS, the undersigned Sachin G. Deshpande, a resident of Vancouver, Washington, (hereinafter termed "inventor") has invented certain new and useful improvements in:

METHOD AND APPARATUS FOR ADAPTIVE BUFFERING

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

☒ On the 10th day of November, 2005;

Or

☐ Said application having been previously filed and assigned
Serial Number / , and filing date .

WHEREAS Sharp Laboratories of America, Inc., a corporation of the State of Washington, (hereinafter termed "Assignee"), having a place of business at 5750 NW Pacific Rim Boulevard, Camas, State of Washington, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other government grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents,

certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting application for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed said Assignment on the date given below.

(1) S. G. Deshpande 10 November 2005
(Sachin G. Deshpande, Signature) (Date)