

03-16-2006

U.S. DEPARTMENT OF COMMERCE  
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103198835

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)/Execution Date(s):**

Vi VUONG (3/8/06), Junwei BAO (3/8/06), Shifang LI (3/8/06) and Yan CHEN (3/8/06)

Execution Date(s): in parentheses after inventor name

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

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

Name: TIMBRE TECHNOLOGIES, INC.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

2953 Bunker Lane, Suite 301

City: Santa Clara

State: California

Country: United States of America Zip: 95054

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

**3. Nature of Conveyance:**

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

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

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

A. Patent Application No.(s)

This application

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

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

Name: Peter J. Yim  
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 509982007000

Street Address: 425 Market Street

City: San Francisco

State: CA Zip: 94105

Phone Number: (415) 268-6373

Fax Number: (415) 268-7522

Email Address: PYim@mofo.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

☐ 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 03-1952

Authorized User Name Peter J. Yim

**9. Signature:**

*Peter J. Yim*

Signature

March 8, 2006

Date

Peter J. Yim, Reg. No. 44,417

Name of Person Signing

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

3

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV790047630US, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: March 8, 2006

Signature: Valerie Cohen (Valerie Cohen)

sf-2093201

PATENT  
REEL: 017668 FRAME: 0671

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by VI VUONG, Junwei BAO, Shifang LI and Yan CHEN, (hereinafter referred to as the assignors), residing at 5048 Dunsmuir Common, Fremont, California 94555; 388 Ventura Avenue, Palo Alto, California 94306; 5043 Rigatti Circle, Pleasanton, California 94588; and 444 Saratoga Avenue, Apartment 14i, Santa Clara, California 95050; respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **WEIGHTING FUNCTION TO ENHANCE MEASURED DIFFRACTION SIGNALS IN OPTICAL METROLOGY**, set forth in an application for Letters Patent of the United States, [having an oath or declaration executed on even date herewith;] bearing Serial No. [To Be Assigned] and filed on Herewith; and

WHEREAS, TIMBRE TECHNOLOGIES, INC., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2953 Bunker Lane, Suite 301, Santa Clara, California, 95054 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, in consideration of good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

3/8/06  
Date

  
Vi VUONG

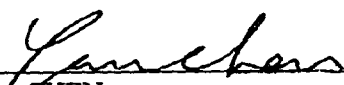
3/8/06  
Date

  
Junwei BAO

3/8/06  
Date

  
Shifang LI

3/8/06  
Date

  
Yao CHEN