

04-17-2006

FORM PTO-1595 R
(Rev. 3/01)
OMD NO. 0651-0011 exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

103220023

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

1. Name of conveying party(ies):

Avery Dennison Corporation

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other: Recording of Nunc Pro Tunc Assignment Agreement

Execution Date(s): October 26, 2005

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

Name: Alien Technology Corporation

Internal Address:

Street Address: 18220 Butterfield Blvd

City: Morgan Hill State/Province: CA Zip: 95037

Country: U.S.A.

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

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)

- 10/442,511 (Filed 05/ 21/03)
- PCT/US01/43323 (Filed 11/21/01)
- 60/252,247 (Filed 11/ 21/00)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Mimi Diemmy Dao

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard, 7th Floor

City: Los Angeles State: California Zip: 90025

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$120.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and believe, the foregoing is true and correct and any attached copy is a true copy of the original document

Mimi Diemmy Dao, Reg. No. 45,628

Name of Person Signing

Signature

April 10, 2006

Date

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

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

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, Virginia 22313-1450

Atty Docket No. 003424. P071

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REEL: 017781 FRAME: 0213

NUNC PRO TUNC ASSIGNMENT AGREEMENT

This *nunc pro tunc* Agreement ("Agreement") is entered into by and between Alien Technology Corporation ("Alien"), a Delaware corporation having a principal place of business at 18220 Butterfield Boulevard, Morgan Hills, California 95037, and Avery Dennison Corporation ("Avery"), a California corporation with a principal place of business at 150 North Orange Grove Boulevard, Pasadena, California 91103 (collectively "the parties"), by their undersigned duly authorized representatives, effective as of October 26, 2005.

Whereas Avery and Alien have had a dispute in connection with the ownership of the Prior Matter Intellectual Property (as defined below); and

Whereas Alien now desires further assurances from Avery for the Subject IP (as defined below) pursuant to Section 14.14 of a Joint Development Agreement having an effective date of September 21, 2000 in order to properly record Alien's ownership in the Subject IP;

The parties agree as follows:

1. DEFINITIONS

- 1.1 "Assignee" refers to the party/person to whom property rights including intellectual property rights are transferred or assigned to. The term "Assignee" also includes the term "Transferee." The terms Assignee and Transferee can be used interchangeably throughout the Assignment Agreement.
- 1.2 "Assignor" refers to the party/person who assigns, transfers, or sells to the Assignee property rights including intellectual property rights. The term "Assignor" also includes the term "Transferor." The terms Assignor and Transferor can be used interchangeably throughout the Assignment Agreement.
- 1.3 "Prior Matter Intellectual Property" shall mean any and all inventions disclosed in and fully supported by U.S. provisional patent application No. 60/252,247 (filed November 21, 2000).
- 1.4 "Subject Intellectual Property (Subject IP)" shall mean any and all inventions which are disclosed in PCT patent application No. PCT/US01/43323 (filed November 21, 2001), U.S. patent application No. 10/442,511 (filed May 21, 2003), and/or any and all continuations, reissues, divisionals and extensions of the foregoing applications in the U.S. or outside of the U.S. The Subject Intellectual Property (Subject IP) expressly excludes the Prior Matter Intellectual Property.

2. ASSIGNMENT OF PATENT RIGHTS.

- 2.1 Avery hereby sells, assigns, and transfer to Alien the entire right, title, and interest throughout the world in all claims in the Subject IP including all patents and patent applications of every country for such inventions, including all divisionals, reissues, continuations, and extensions thereof, and all rights of priority resulting from the

filing of such patent application(s), and any and all causes of action for past, present, and/or future infringement of any of the letters patent(s), or relating to any inventions described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for Alien's own use and benefit and the use and benefit of Alien's successors and assigns; each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by Assignee Alien, Alien's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor Avery had this Assignment not been made.

2.2 Alien and Avery hereby acknowledge and agree that this Agreement is without prejudice to the dispute relating to the Prior Matter Intellectual Property.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

3.1 Avery represents and warrants that:

- a. Avery has full power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement.
- b. Each person signing this Agreement on behalf of Avery has full authority to act on behalf of Avery and to contractually obligate Avery.

3.2 Alien represents and warrants that:

- a. Alien has full power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement.
- b. Each person signing this Agreement on behalf of Alien has full authority to act on behalf of Alien and to contractually obligate Alien.

4. SEVERABILITY

If any paragraph, provision, or clause thereof in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

5. INTEGRATION

This Agreement constitutes the entire understanding of the parties and revokes and supercedes all prior agreements between the parties, if any, relating to the subject matter of this Agreement and is intended as a final expression of their Agreement.

6. COUNTERPARTS

This Agreement may be executed in two (2) counterparts which, taken together, shall be regarded as one and the same instrument.

7. MODIFICATION

No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.

8. WAIVER

The failure of either party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement shall in no way be constituted to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

9. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California.

10. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

The parties hereto have caused this Agreement to be signed below by their duly authorized officers or representatives.

ALIEN:

Paul Drzic

Name: Paul Drzic

Title: Vice President

Date: 10/27/2005

AVERY:

Arthur B Moore

Name: Arthur B. Moore

Title: Chief Intellectual Property Officer

Date: October 26, 2005