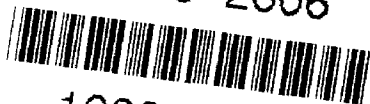


06-09-2006



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FORM PTO-1595 (Rev. 6-93)

DEPARTMENT OF COMMERCE Patent and Trademark Office EET

Attorney Docket No.: 056769-5002

To the Commissioner for Patents ATTN: MAIL STOP ASSIGNMENT RECORDATION SERVICES Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Brett M. DIAMOND Matthew A. ZELEZNIK Additional names of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): Name: Akustica, Inc. Internal Address: Street Address: 2835 East Carson St., Suite 301

113264 U.S. PTO 11/446397 060505

3. Nature of conveyance: [X] Assignment [] Security Agreement [] Other Execution Date: May 30, 2006

City: Pittsburgh State: PA Zip: 15203 Additional name(s) & address(es) attached? [] Yes [X] No

4. New Application number(s) or patent number(s): NEW APPLICATION If this document is being filed together with a new application the execution date of the application is: May 30, 2006 A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached: [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Louis W. Beardell Internal Address: Morgan, Lewis & Bockius LLP Customer No. 09629 Street Address: 1111 Pennsylvania Ave., N.W. City: Washington State: D.C. Zip: 20004

6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. §3.41): \$40.00 [] Enclosed [X] Authorized to be charged to Deposit Account 50-0310 8. Deposit Account No. 50-0310 (Attach duplicate page if paying by deposit account)

9. Statement and Signature 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. Robert J. Goodell, Reg. No. 41,040 Name of Person Signing Signature Date June 5, 2006 Total number of pages including cover sheet, attachments and documents: 2

06/08/2006 NJMRA1 00000083 500310 11446397 01 FC:8021 40.00 DA 1-WA/2578786.1

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

**MONOLITHIC MEMS AND INTEGRATED CIRCUIT DEVICE
HAVING A BARRIER AND
METHOD OF FABRICATING THE SAME**

for which I/WE executed an application for United States Letters Patent concurrently herewith; or on _____; or filed an application for United States Letters Patent on _____, (Serial No. _____); and


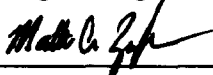
WHEREAS, Akustica, Inc., a corporation of Delaware, whose post office address is 2835 East Carson Street, Suite 301, Pittsburgh, Pennsylvania 15203 USA (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for and in consideration of valuable consideration, the receipt of which from assignee is hereby acknowledged, I/WE, as assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, MY/OUR entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/WE have the full right to convey the interest assigned by this Assignment, and I/WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/WE will, without further consideration, communicate with assignee, its successors and assigns, any facts known to ME/US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s).

Full Name of First Assignor	Assignor's Signature	Date
Brett M. DIAMOND		5/30/06
Address		Citizenship
5568 Covode Street Apt. 1, Pittsburgh, PA 15217 USA		U.S.A.
Full Name of Second Assignor	Assignor's Signature	Date
Matthew A. ZELEZNIK		5/30/2006
Address		Citizenship
2857 Orlando Drive, Pittsburgh, PA 15235 USA		U.S.A.

Names of additional inventors attached [] Yes [X] No
Morgan, Lewis & Bockius LLP