

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA	
Name	Execution Date
Coventor, Inc.	07/17/2006

RECEIVING PARTY DATA	
Name:	WiSpry, Inc.
Street Address:	4001 Weston Parkway
Internal Address:	Suite 200
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27513

PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	60338069
Application Number:	60338055
Application Number:	60337529
Application Number:	60338072
Application Number:	10290920
Application Number:	10291107
Application Number:	60337528
Application Number:	10290779
Application Number:	60337527

CORRESPONDENCE DATA	
Fax Number:	(212)527-7701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-527-7751
Email:	aclemena@darbylaw.com

OP \$360.00 60338069

Correspondent Name: Richard J. Katz
Address Line 1: 805 Third Avenue
Address Line 2: 26th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	20819/8202086-000
-------------------------	-------------------

NAME OF SUBMITTER:	Richard J. Katz
--------------------	-----------------

Total Attachments: 4
source=00807355#page1.tif
source=00807355#page2.tif
source=00807355#page3.tif
source=00807355#page4.tif

Jul 18 06 11:03a

p. 8

AMENDED AND RESTATED ASSIGNMENT

Whereas, Coventor, Inc., a corporation organized under the laws of the State of Delaware, having offices at CentreGreen Two, Suite 190, 4000 CentreGreen Way, Cary, NC 27513 ("Assignor") have made certain inventions which are described in application (s) for Letters Patent of the United States, having U.S. Application Serial Nos.:

60/338,069, filed November 9, 2001, entitled "Electrothermal Switch," now expired;

60/338,055, filed November 9, 2001, entitled "Switch and Interconnect Building Process," now expired;

60/337,529, filed November 9, 2001, entitled "Interconnect Crossing Shield," now expired;

60/338,072 filed November 9, 2001, entitled "Switch Design," now expired;

60/337,527, filed November 9, 2001, entitled "Self-latching Electrothermal Switch," now expired;

60/337,528, filed November 9, 2001, entitled "Switch and Standoff Features," now expired;

10/290,779, filed November 8, 2002, entitled "MEMS Device Having a Trilayered Beam and Related Methods," now U.S. Patent No. 6,876,047;

10,290,920, filed November 8, 2002, entitled "Trilayered Beam MEMs Device and Related Methods," now U.S. Patent No. 6,746,891;

10/291,107 filed November 8, 2002, entitled "MEMS Device having Contact and Standoff Bumps and Related Methods," now U.S. Patent No. 6,876,482;

and

10/817,270, filed April 2, 2004, entitled "Trilayered Beam MEMs Device and Related Methods," now U.S. Patent No. 6,917,086

WHEREAS, WiSpry, Inc. ("Assignee") a corporation organized under the laws of Delaware, having a place of business at 4001 Weston Parkway, Suite 200, Cary, North Carolina 27513 [IS THIS THE CURRENT ADDRESS?] is desirous of acquiring all of Assignor's right, title, and interest in said inventions throughout the world, and

WHEREAS, Assignor previously entered into an Assignment dated December 10, 2002 regarding the aforesaid subject matter ("Previous Assignment"), which Previous

JUL 18 06 11:03a

P. 9

Assignment is hereby amended and restated in its entirety by this Amended and Restated Assignment,

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), or the

equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to said Assignor by said Assignee,

Assignor hereby sells, assigns and transfers unto said Assignee, its successors and assigns, Assignor's entire right, title and interest throughout the world in and to said inventions, the aforesaid application(s), all other applications hereafter filed in the United States or in any other country or under any international agreement based in whole or in part on said inventions including without limitation any divisions, reissues, continuations, reexaminations and any extensions thereof and rights of priority therein, and all Letters

Patents granted upon any of the foregoing by the United States or any other country or region under any international agreement, to be held and enjoyed by said Assignee, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, and Assignor further grants to said Assignee, its successors and assigns, the right to collect and retain damages for any prior or existing infringements thereof.

Assignor does hereby authorize and request the Commission of Patents and Trademarks to issue said Letters Patent resulting from said invention and application(s) to said Assignee.

And for the consideration aforesaid, Assignor hereby covenants and agrees to and with said Assignee, its successors and assigns, that whenever Assignee, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise

that an amendment to, or a division of, or any other proceeding or action in connection with an application or Letters Patent concerning said inventions, including interference proceedings, is lawful and desirable, or that a division, reissue, reexamination or continuation or extension of such application or patent issuing therefrom is lawful and desirable, Assignor will, when requested, communicate to said Assignee, its representatives, successors and assigns, all facts known respecting said inventions, sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement or enforcement of all lawful rights associated with the invention, and Assignor will do all acts necessary or required to secure in said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, including without limitation signing all lawful papers, oaths, assignments, testifying in any legal proceeding and generally doing everything possible to aid said Assignee, its successors and assigns, in connection with obtaining and enforcing Letters Patent concerning the invention, without charge to said Assignee or its successors or assigns, but at its or their expense; and Assignor hereby appoints every Assignee or future officer of said Assignee as its agent to sign all such papers and to do all such acts on its behalf, to the fullest extent permitted by law;

This assignment shall have an effective date corresponding to the date of execution below.

Jul 18 06 11:04a

P. 10

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNOR, that I have signed this document on behalf of ASSIGNOR with the full authority of its board of directors, and that all of the foregoing is true and correct.

Coventor, Inc.

Dated: July 17, 2006 By:



Name: Michael Jamiolkowski

Title: President and CEO


Witness:

[notary seal]

ACCEPTANCE BY ASSIGNEE (for assignment of Worldwide Rights)

I hereby accept this assignment on behalf of said ASSIGNEE. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNEE, that I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors, and that all of the foregoing is true and correct.

Dated: 19 July 2006

By: 

Name: Arthur S. Morris III, Ph.D.

Title: CTO, Wispy Inc.