9-9-6	SEP 0 6 2006	2-2006  U.S. DEPARTMENT OF COMMERCE  Jnited States Patent and Trademark Office  05366  See record the attached gocuments or the new address(es) below.
5	1. Name of conveying party(ies)  Denis A. Krusos  Frank J. DiSanto	2. Name and address of receiving party(ies)  Name: Copytele, Inc.  Internal Address:
•	Additional name(s) of conveying party(ies) attached? Yes ✓ No  3. Nature of conveyance/Execution Date(s):  Execution Date(s) August 28, 2006  ✓ Assignment  Merger	Street Address: 900 Walt Whitman Road
•	Security Agreement Change of Name Joint Research Agreement Government Interest Assignment	City: Metville  State: NY  Country: USA  Zip:11746
, t	A. Patent Application No.(s)	Country: USA Zip: 11746  Additional name(s) & address(es) attached? Yes No document is being filed together with a new application.  B. Patent No.(s)
	11/484,889  Additional numbers att	ached?
	5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
	Name: Plevy, Howard & Darcy, PC Internal Address:	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
	Street Address: P.O. Box 980	✓ Enclosed  None required (government interest not affecting title)
	City: Fort Washington State: PA Zip:19034	8. Payment Information  a. Credit Card Last 4 Numbers Expiration Date
	Phone Number: (215) 542-5824	b. Deposit Account Number

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Signature

40.00 Edward J. Howard

Name of Person Signing

Authorized User Name \_

Fax Number: (215) 542-5825

9. Signature:

09/11/2006 DBYRNE

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Email Address: ed.howard@phd-ip.com

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Total number of pages including cover

sheet, attachments, and documents:

## **INVENTION ASSIGNMENT**

WHEREAS, we

Denis A. Krusos of 1 Lloyd Harbor Road, Lloyd Harbor, NY 11743; and Frank J. DiSanto of 27 Par Court, North Hills, NY 11050.

(hereinafter referred to as ASSIGNORS have invented certain inventions relating to a FLAT PANEL DISPLAY INCORPORATING A CONTROL FRAME and for which a United States Application for Patent was filed:

_	herewith under the above-identified docket number.
$\boxtimes$	on July 11, 2006, and assigned U.S. application serial no. 11/484,889.

WHEREAS, COPYTELE, INC., a corporation of the State of Delaware having a place of business at 900 Walt Whitman Road, Melville, NY 11746, United States of America (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire interest in, to and under said inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intent to be legally bound, ASSIGNORS hereby sell, assign, and transfer to ASSIGNEE, and the successors, assigns and legal representatives of the ASSIGNEE, all of ASSIGNORS' right, title and interest in and to said inventions and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and all of ASSIGNORS' right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign

Attorney Docket No. COPY-74-CIP3

U.S. Patent Application Serial No.: 11/484,889

countries, and in and to any and all continuations-in-art, continuations, divisions, substitutes,

reissues, extensions, renewals, and reexaminations thereof, and all other applications for Letters

Patent relating thereto which have been or shall be filed in the United States, its territorial

possessions and/or any foreign countries, and all rights, together with all priority rights, under

any of the international conventions, unions, agreements, acts, and treaties, including all future

conventions, unions, agreements, acts, and treaties;

ASSIGNORS request that any and all patents for said inventions be issued to said

ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may

designate.

ASSIGNORS authorize and empower the ASSIGNEE, its successors, assigns and legal

representatives to invoke and claim for any application for patent or other form of protection for

said inventions filed by it or them, the benefit of the right of priority provided by the

International Convention for the Protection of Industrial Property, as amended, or by any

convention which may henceforth be substituted for it, and to invoke and claim such right of

priority without further written or oral authorization from ASSIGNORS.

ASSIGNORS hereby consent that a copy of this assignment shall be deemed a full legal

and formal equivalent of any assignment, consent to file or like document which may be required

in any country for any purpose and more particularly in proof of the right of the said

ASSIGNEE, its successors, assigns, and legal representatives, to claim the aforesaid benefit of

the right of priority provided by the International Convention for the Protection of Industrial

Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNORS agree that, when requested to carry out in good faith the intent and purpose

of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal

representatives, the ASSIGNORS will execute all continuations-in-part, continuations, divisions,

substitutes, reissues, extensions, renewals, and reexamination thereof and any legal equivalent

thereof in a foreign country, execute all rightful oaths, assignments, powers of

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attorney and other papers, testify in any legal or quasi legal proceedings and any legal equivalent thereof in a foreign country; communicate to said ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the ASSIGNORS relating to said inventions and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or legal representatives, shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNORS covenant with said ASSIGNEE, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that ASSIGNORS have full right to convey the same as herein expressed.

Date:	8/28/06	By:	Denis A. Krusos
Witness	(Print or Type)		(Signature)
Date:	8/28/06	By:	July J. Lo Sult / Frank J. DiSanto
Witness	(Print or Type)		(Signature)