

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Executed Code of Conduct
CONVEYING PARTY DATA	
Name	Execution Date
Stephen D. Reddy	02/07/2001
Gerald C. Altomare	04/20/2001
RECEIVING PARTY DATA	
Name:	Morgan Stanley Dean Witter & Co.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09397704
CORRESPONDENCE DATA	
Fax Number:	(412)355-6501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412 355-6798
Email:	patents@kling.com
Correspondent Name:	Christopher G. Wolfe
Address Line 1:	535 Smithfield Street
Address Line 2:	Henry W. Oliver Building
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2312
ATTORNEY DOCKET NUMBER:	040158
NAME OF SUBMITTER:	Christopher G. Wolfe

CH \$40.00 09397704

Total Attachments: 10

source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-__(pending)#page1.tif
 source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-__(pending)#page2.tif

PATENT

500192302

REEL: 018619 FRAME: 0393

source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page3.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page4.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page5.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page6.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page7.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page8.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page9.tif
source=PI-#1690841-v1-Executed_Code_of_Conduct_040158_-_ (pending)#page10.tif

MORGAN STANLEY DEAN WITTER

CODE OF CONDUCT 2001

SECURITIES AND ASSET MANAGEMENT BUSINESSES

TABLE OF CONTENTS
(continued)

	Page
3. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY	21
Equal Employment Opportunities	21
Affirmative Action Policy	21
Discrimination and Harassment Are Against Firm Policy and Illegal	21
Definitions of Harassment	21
Workplace Violence Is Prohibited	22
Retaliation Is Prohibited	23
Individuals Covered	23
Reporting an Incident of Harassment, Discrimination, Violence or Retaliation	23
Important Notice to All U.S. Employees	23
Investigation of Allegations	23
Consequences of Inappropriate Behavior	24
4. HANDLING PROPRIETARY AND CONFIDENTIAL INFORMATION	25
Definition of Proprietary Information	25
Definition of Confidential Information	25
Guidelines for Accepting Proprietary or Confidential Information	26
Confidentiality Agreements	26
Using Proprietary or Confidential Information	26
Handling Materials Containing Proprietary or Confidential Information	27
Communicating Proprietary or Confidential Information	27
Disposing of Proprietary or Confidential Waste	28
Proprietary or Confidential Information Concerning Securities	28
Confidentiality Obligations to Previous Employers and other Third Parties	28
Ownership of Intellectual Property	28
Post-Employment Use of Proprietary or Confidential Information	29
Preventing Improper Use of Proprietary or Confidential Information	29

Disposing of Proprietary or Confidential Waste

When no longer of use, confidential or proprietary information must be disposed of in a manner that renders it unreadable and non-reconstructable, using means and methods approved by the Firm (e.g., approved shredders or confidential waste bins), consistent with the Firm's document retention policies and applicable law. Information contained on electronic storage media (e.g., a diskette or zip cartridge) should be destroyed in a manner that renders it unreadable and unrecoverable.

Proprietary or Confidential Information Concerning Securities

When proprietary or confidential information might affect the price of a security or other financial instrument, or the decision to buy or sell securities or other financial instruments, the laws concerning insider trading also govern your responsibilities. The Firm has developed strict procedures to ensure compliance with the laws of each jurisdiction in which it does business. These procedures are critical to the protection of the Firm's franchise and are described in the Firm's policy on the "Treatment of Inside Information", which is outlined in this Code.

Confidentiality Obligations to Previous Employers and other Third Parties

Upon commencing your employment with MSDW, you must disclose any confidentiality obligations to a third party (e.g., a former employer) to which you are subject. You also must disclose to MSDW any inventions developed by you or intellectual property owned by you prior to your employment with MSDW or as part of any outside business activity during your employment, to the extent that you are permitted to do so.

Ordinarily, you may not use proprietary or confidential information gained or inventions developed in your employment elsewhere to benefit MSDW or its employees, clients and business partners. Consult with your direct supervisor and Law with questions about using specific information or inventions.

You must provide MSDW with a copy of any confidentiality or nondisclosure agreements between you and any third party, including any former or current employer, to which you are subject during your employment with MSDW.

Ownership of Intellectual Property

MSDW owns all rights in any intellectual property developed by you during your employment with MSDW that relates to MSDW's business, even if invented or otherwise developed outside MSDW's premises. For this purpose, the Firm's intellectual property includes any idea, invention or design (whether or not patentable or reduced to practice) and all related patents and patent applications, any copyrightable work, any trademarks or service marks (and related registrations or applications for registration) and any trade secrets. MSDW's intellectual property is proprietary information and should be treated in accordance with the standards set forth herein.

You agree to assign to MSDW all rights, title and interest that you may acquire in MSDW's intellectual property. In addition, you agree to execute any documents necessary to protect and preserve MSDW's intellectual property rights, even if you are no longer employed by the Firm. Further, you agree to assist MSDW during and after your employment in obtaining, prosecuting and enforcing in MSDW's name any patents, registrations on inventions and other rights in intellectual property invented or otherwise developed by you. Finally, you agree to assist MSDW during and after your employment in prosecuting, asserting or defending against any infringement claims made by or against MSDW relating to such intellectual property.

Post-Employment Use of Proprietary or Confidential Information

You may not disclose proprietary or confidential information, including intellectual property, of the Firm or its employees, clients or counterparties when seeking employment outside of MSDW or after termination. You may not take such proprietary or confidential information when leaving MSDW or use or disclose such information for your personal benefit or for the benefit of your new employer or prospective new employer. You may not permit its disclosure or use by any third party.

In exceptional circumstances, the senior supervisor of your business unit or department may, in consultation with Law or Compliance, grant a written waiver of the prohibitions on post-employment disclosure. The grant of a waiver is in the sole discretion of the Firm and will occur only if, among other things, the party receiving the proprietary or confidential information signs a formal non-disclosure agreement prepared by Law or Compliance.

This policy does not restrict you from obtaining employment in any capacity elsewhere, provided you do not use or disclose proprietary or confidential information.

MSDW reserves the right to review all materials you plan to take with you when you leave the Firm and to remove any proprietary or confidential information that you may have stored on your personal computer equipment, including personal digital assistants.

Preventing Improper Use of Proprietary or Confidential Information

MSDW will vigorously enforce its rights against current and former employees who improperly take, disclose or use proprietary or confidential information, or who permit others to do the same. You should report violations or suspected violations of this policy or the policy of any specific business unit or department to an appropriate supervisor, to Law or Compliance and, if necessary or appropriate, Corporate Security.

Employee Id 39617
Collection Location NY

Code of Conduct Acknowledgment

Using the Print Form button below, please print out this form. Sign the form and then return it to Compliance in the envelope provided to you with the printed copy of the Code of Conduct.

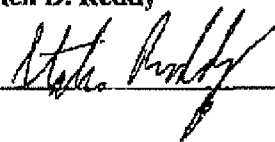
I, **Stephen D. Reddy**, have received a copy of the Morgan Stanley Dean Witter Code of Conduct 2001. I acknowledge that I have read the Code of Conduct and that I understand and agree to abide by the requirements set forth therein. I agree that it is a condition of my employment that I will abide by the Code and any additional or amended policies and procedures issued from time to time for the purpose of ensuring compliance with statutory or regulatory provisions or maintaining the Firm's reputation and integrity. I understand that any violation of the Code may subject me to disciplinary action, up to and including dismissal, as well as possible civil and criminal penalties.

For employees in the U.K., Japan and Canada only: I have received and read a copy of the supplement to the MSDW Code of Conduct 2001 applying to the region of my employment. I understand that the supplement is part of the Code for the purposes of this acknowledgment, and I agree to abide by the requirements set forth therein.

For U.K. employees only: I consent to the use, including the international transfer, of information concerning me, including sensitive personal data, in the manner described in the UK supplement to the MSDW Code of Conduct 2001.

Employee Name: **Stephen D. Reddy**

Employee Signature: _____



Date: **February 7, 2001**



MORGAN STANLEY DEAN WITTER

CODE OF CONDUCT 2001

SECURITIES AND ASSET MANAGEMENT BUSINESSES

TABLE OF CONTENTS
(continued)

	Page
3. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY	21
Equal Employment Opportunities	21
Affirmative Action Policy	21
Discrimination and Harassment Are Against Firm Policy and Illegal	21
Definitions of Harassment	21
Workplace Violence Is Prohibited	22
Retaliation Is Prohibited	23
Individuals Covered	23
Reporting an Incident of Harassment, Discrimination, Violence or Retaliation	23
Important Notice to All U.S. Employees	23
Investigation of Allegations	23
Consequences of Inappropriate Behavior	24

4. HANDLING PROPRIETARY AND CONFIDENTIAL INFORMATION	25
Definition of Proprietary Information	25
Definition of Confidential Information	25
Guidelines for Accepting Proprietary or Confidential Information	26
Confidentiality Agreements	26
Using Proprietary or Confidential Information	26
Handling Materials Containing Proprietary or Confidential Information	27
Communicating Proprietary or Confidential Information	27
Disposing of Proprietary or Confidential Waste	28
Proprietary or Confidential Information Concerning Securities	28
Confidentiality Obligations to Previous Employers and other Third Parties	28
Ownership of Intellectual Property	28
Post-Employment Use of Proprietary or Confidential Information	29
Preventing Improper Use of Proprietary or Confidential Information	29

Disposing of Proprietary or Confidential Waste

When no longer of use, confidential or proprietary information must be disposed of in a manner that renders it unreadable and non-reconstructable, using means and methods approved by the Firm (e.g., approved shredders or confidential waste bins), consistent with the Firm's document retention policies and applicable law. Information contained on electronic storage media (e.g., a diskette or zip cartridge) should be destroyed in a manner that renders it unreadable and unrecoverable.

Proprietary or Confidential Information Concerning Securities

When proprietary or confidential information might affect the price of a security or other financial instrument, or the decision to buy or sell securities or other financial instruments, the laws concerning insider trading also govern your responsibilities. The Firm has developed strict procedures to ensure compliance with the laws of each jurisdiction in which it does business. These procedures are critical to the protection of the Firm's franchise and are described in the Firm's policy on the "Treatment of Inside Information", which is outlined in this Code.

Confidentiality Obligations to Previous Employers and other Third Parties

Upon commencing your employment with MSDW, you must disclose any confidentiality obligations to a third party (e.g., a former employer) to which you are subject. You also must disclose to MSDW any inventions developed by you or intellectual property owned by you prior to your employment with MSDW or as part of any outside business activity during your employment, to the extent that you are permitted to do so.

Ordinarily, you may not use proprietary or confidential information gained or inventions developed in your employment elsewhere to benefit MSDW or its employees, clients and business partners. Consult with your direct supervisor and Law with questions about using specific information or inventions.

You must provide MSDW with a copy of any confidentiality or nondisclosure agreements between you and any third party, including any former or current employer, to which you are subject during your employment with MSDW.

Ownership of Intellectual Property

MSDW owns all rights in any intellectual property developed by you during your employment with MSDW that relates to MSDW's business, even if invented or otherwise developed outside MSDW's premises. For this purpose, the Firm's intellectual property includes any idea, invention or design (whether or not patentable or reduced to practice) and all related patents and patent applications, any copyrightable work, any trademarks or service marks (and related registrations or applications for registration) and any trade secrets. MSDW's intellectual property is proprietary information and should be treated in accordance with the standards set forth herein.

You agree to assign to MSDW all rights, title and interest that you may acquire in MSDW's intellectual property. In addition, you agree to execute any documents necessary to protect and preserve MSDW's intellectual property rights, even if you are no longer employed by the Firm. Further, you agree to assist MSDW during and after your employment in obtaining, prosecuting and enforcing in MSDW's name any patents, registrations on inventions and other rights in intellectual property invented or otherwise developed by you. Finally, you agree to assist MSDW during and after your employment in prosecuting, asserting or defending against any infringement claims made by or against MSDW relating to such intellectual property.

Post-Employment Use of Proprietary or Confidential Information

You may not disclose proprietary or confidential information, including intellectual property, of the Firm or its employees, clients or counterparties when seeking employment outside of MSDW or after termination. You may not take such proprietary or confidential information when leaving MSDW or use or disclose such information for your personal benefit or for the benefit of your new employer or prospective new employer. You may not permit its disclosure or use by any third party.

In exceptional circumstances, the senior supervisor of your business unit or department may, in consultation with Law or Compliance, grant a written waiver of the prohibitions on post-employment disclosure. The grant of a waiver is in the sole discretion of the Firm and will occur only if, among other things, the party receiving the proprietary or confidential information signs a formal non-disclosure agreement prepared by Law or Compliance.

This policy does not restrict you from obtaining employment in any capacity elsewhere, provided you do not use or disclose proprietary or confidential information.

MSDW reserves the right to review all materials you plan to take with you when you leave the Firm and to remove any proprietary or confidential information that you may have stored on your personal computer equipment, including personal digital assistants.

Preventing Improper Use of Proprietary or Confidential Information

MSDW will vigorously enforce its rights against current and former employees who improperly take, disclose or use proprietary or confidential information, or who permit others to do the same. You should report violations or suspected violations of this policy or the policy of any specific business unit or department to an appropriate supervisor, to Law or Compliance and, if necessary or appropriate, Corporate Security.

Employee Id 36362
Collection Location NY

Code of Conduct Acknowledgment

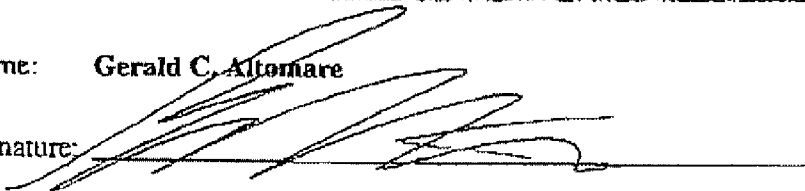
Using the Print Form button below, please print out this form. Sign the form and then return it to Compliance in the envelope provided to you with the printed copy of the Code of Conduct.

I, **Gerald C. Altomare**, have received a copy of the Morgan Stanley Dean Witter Code of Conduct 2001. I acknowledge that I have read the Code of Conduct and that I understand and agree to abide by the requirements set forth therein. I agree that it is a condition of my employment that I will abide by the Code and any additional or amended policies and procedures issued from time to time for the purpose of ensuring compliance with statutory or regulatory provisions or maintaining the Firm's reputation and integrity. I understand that any violation of the Code may subject me to disciplinary action, up to and including dismissal, as well as possible civil and criminal penalties.

For employees in the U.K., Japan and Canada only: I have received and read a copy of the supplement to the MSDW Code of Conduct 2001 applying to the region of my employment. I understand that the supplement is part of the Code for the purposes of this acknowledgment, and I agree to abide by the requirements set forth therein.

For U.K. employees only: I consent to the use, including the international transfer, of information concerning me, including sensitive personal data, in the manner described in the UK supplement to the MSDW Code of Conduct 2001.

Employee Name: **Gerald C. Altomare**

Employee Signature: 

Date: **April 20, 2001**

[Print Form](#)