

06-01-2007

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

103411691

To the Honorable Commissioner of

and original documents or copy thereof

1. Name of conveying party(ies):

Dan PRAGER (7/7/04); Jason FERNS (7/7/04);  
Lawrence LANE (7/7/04); Dan ENGLEHARD (7/8/04)

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

☐ Yes

☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: Timbre Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address:

2953 Bunker Lane, Suite 301

City: Santa Clara, California

Country: United States

Zip: 95054

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 new application is: July 7, 2004

A. Patent Application No.(s):

This  
application

B. Patent No.(s):

Additional numbers attached?

☐ Yes

☒ No

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

Name: Peter J. Yim

MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 509982006102

Street Address:  
425 Market Street

City:  
San Francisco

State: CA Zip: 94105

6. Total number of applications and  
patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

03-1952 referencing docket no. 509982006102

(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 belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Peter J. Yim - 44,417

Name of Person Signing

P. J. Yim  
Signature

May 21, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 4

05/31/2007 MJARA1 00000077 031952 11804998

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**ASSIGNMENT  
JOINT****COPY**

THIS ASSIGNMENT, by Dan PRAGER, Jason FERNS, Lawrence LANE and Dan ENGELHARD (hereinafter referred to as the assignors), residing at 89 Shagbark Lane, Hopewell Junction, New York 12533; 718 Old San Francisco Road, #154, Sunnyvale, California 94086; 560 Gaundabert Lane, San Jose, California 95136; and 1362 Latham Street, Mountain View, California 94041, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **OPTICAL METROLOGY MODEL OPTIMIZATION FOR PROCESS CONTROL**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. (To Be Assigned) and filed on herewith; and

WHEREAS, Timbre Technologies, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2953 Bunker Lane, Suite 301, Santa Clara, California 95054 (hereinafter referred to as the assignee, Timbre Technologies, Inc.) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

7-7-04

Date

7/7/04

Date

7/8/04

Date

Dan PRAGER

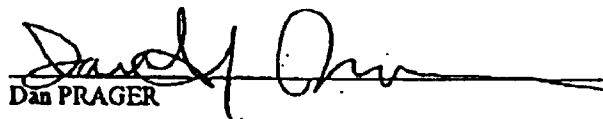
Jason FERNS

Lawrence LANE

Dan ENGELHARD

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said Inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

7/7/04  
Date

  
Dan PRAGER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason FERNS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawrence LANE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan ENGELHARD

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