

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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NICO.P003

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Richard Ian Olsen, Darryl L. Sato, Feng-Qing Sun,
James Gates

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6/7/2007, 6/8/2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Newport Imaging Corporation

Internal Address: _____

Street Address: 101 Academy Drive, Suite 100

City: Irvine

State: CA

Country: United States Zip: 92617

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/788,279

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard L. Gregory

Internal Address: _____

Courtney Staniford & Gregory LLP

Street Address: 10001 N. De Anza Blvd., Suite 300

City: Cupertino

State: CA

Zip: 95014

Phone Number: 408-342-1900

Fax Number: 408-342-1909

Email Address: rgregory@csgip.com

6. Total number of applications and patents involved: 1

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
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 9076
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Authorized User Name Richard L. Gregory

9. Signature:

Signature

July 18, 2007

Date

Richard L. Gregory, Jr.

Name of Person Signing

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

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PATENT

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Attorney Docket No.: NICO.P003PATENT**ASSIGNMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Richard Ian Olsen, Darryl L. Sato, Feng-Qing Sun and James Gates, the undersigned Assignors, believing to be the original, first and sole or joint inventors of any and all new and useful improvements disclosed in the application for the United States patent entitled

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hereby sell, assign, and transfer to **Newport Imaging Corporation**, having a principal place of business at 101 Academy Drive, Suite 100, Irvine, CA 92617, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the same patent application

X which was filed with the United States Patent and Trademark Office on April 19, 2007, and which was assigned Application Number 11/788,279.

— which has been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below.

The undersigned further sell, assign, and transfer to Assignee said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

The undersigned further agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all

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patents on said improvements, in said Assignee, its successors, assigns, and legal representatives.


The undersigned covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The undersigned hereby authorize and request the Officials of the United States Patent and Trademark Office and any and all foreign Patent Offices to issue any and all Letters Patents, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents may be granted.

The undersigned hereby grant to the practitioners at Customer Number 53186, the Customer Number of Courtney Staniford & Gregory LLP, the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

Inventor/Assignor: Please Sign and Date Below:

June 7, 2007
Date


Name: Richard Ian OLSEN

June 7, 2007
Date


Name: Darryl L. SATO

6/8, 2007
Date


Name: Feng-Qing SUN

_____, 2007
Date

Name: James GATES

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patents on said improvements, in said Assignee, its successors, assigns, and legal representatives.

The undersigned covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

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The undersigned hereby grant to the practitioners at Customer Number 53186, the Customer Number of Courtney Stamford & Gregory LLP, the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

Inventor/Assignor: Please Sign and Date Below:

_____, 2007
Date

Name: Richard Ian OLSEN

_____, 2007
Date

Name: Darryl L. SATO

_____, 2007
Date

Name: Feng-Qing SUN

7 JUNE, 2007
Date

James Gates

Name: James GATES