

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rockwell Scientific Company LLC	02/11/2004
RECEIVING PARTY DATA	
Name:	RSCIS, Inc.
Street Address:	1049 Camino Dos Rios
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91360
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6873359
CORRESPONDENCE DATA	
Fax Number:	(415)391-8269
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 659-5969
Email:	mkelley@reedsmith.com
Correspondent Name:	Doyle B. Johnson
Address Line 1:	Two Embarcadero Center, Suite 2000
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	359999.00800
NAME OF SUBMITTER:	Doyle B. Johnson
Total Attachments: 11 source=Rockwell Scientific Company to RSCIS Inc Assignment#page1.tif source=Rockwell Scientific Company to RSCIS Inc Assignment#page2.tif source=Rockwell Scientific Company to RSCIS Inc Assignment#page3.tif source=Rockwell Scientific Company to RSCIS Inc Assignment#page4.tif source=Rockwell Scientific Company to RSCIS Inc Assignment#page5.tif	

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source=Rockwell Scientific Company to RSCIS Inc Assignment#page11.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)

Rockwell Scientific Company LLC

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

2. Name and address of receiving party(ies)

Name: RSCIS, Inc.

Internal Address: _____

Street Address: 1049 Camino Dos Rios

City: Thousand Oaks

State: California

Country: US Zip: 91360

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

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

Execution Date(s) February 11, 2004

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

09/675,278

B. Patent No.(s)

6,873,359

Additional numbers attached? ☐ Yes ☒ No

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

Name: Doyle B. Johnson

Internal Address: _____

Street Address: Two Embarcadero Center, Suite 2000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-659-5969

Fax Number: 415-391-8269

Email Address: dbjohnson@reedsmith.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

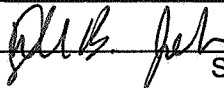
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502603

Authorized User Name Doyle B. Johnson

9. Signature:


Signature

9-19-2007
Date

Doyle B. Johnson, Reg No. 39,240

Name of Person Signing

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

11

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

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Agreement"), entered into as of February 11, 2004, among Rockwell Scientific Company LLC, a Delaware limited liability company, having its principal offices at 1049 Camino Dos Rios, Thousand Oaks, California ("RSC"), Rockwell Scientific Licensing, LLC, a Delaware limited liability company, having its principal offices at 1049 Camino Dos Rios, Thousand Oaks, California ("RSL"), and RSCIS, Inc., a Delaware corporation, having its principal place of business at 1049 Camino Dos Rios, Thousand Oaks, California ("RSCIS"), sets forth the agreement of the parties with respect to the transfer of certain of RSC and RSL's patentable technology relating to CMOS imaging.

WHEREAS, RSC has developed certain inventions, trade secrets, know how and other information valuable in the development and manufacture of CMOS imagers and products using CMOS imaging technology;

WHEREAS, RSC has transferred all right, title and interest in such technology to RSL, and RSL has licensed that technology to RSC on a nonexclusive basis for use in RSC's present and future business activities; and

WHEREAS, RSCIS is establishing a business to design, develop, manufacture, have made, offer for sale and sell products using CMOS imaging technology and desires to use RSC and RSL's CMOS imaging technology;

WHEREAS, RSCIS has licensed certain CMOS imaging technology in a license agreement between RSC and RSCIS dated November 3, 2003 (the "License Agreement"), and the parties also desire that certain patentable technology related thereto be transferred to RSCIS.

NOW THEREFORE, in consideration for the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. ASSIGNMENT

Subject to RSCIS' compliance with all the terms and conditions of this Patent Agreement and the License Agreement, RSC and RSL assign to RSCIS all right, title and interest in the ASSIGNED PATENTS, which are hereby listed on Appendix A and include any patent application so identified in Appendix A, any patent application later filed and based on any disclosure so identified in Appendix A, any patent later issued on any such identified application or later filed application or any divisional, continuing, continuation-in-part or reissue application based thereon, and any corresponding foreign patent or patent application.

RSC shall retain a paid up, royalty free license, without the right to sublicense, to use the ASSIGNED PATENTS to conduct research and development.

- 1.1. RSC shall retain a paid up, royalty free license, without the right to sublicense, to make, have made, use and sell the ASSIGNED PATENTS, limited to the field of research for, development for, and sales to the U.S. Government for military, defense, intelligence and security applications.

1.2. RSCIS shall not, without prior written consent from RSC and RSL, bid, propose to bid, contract, subcontract or team with a third party for the purpose of performing on any U.S. Government contract utilizing the ASSIGNED PATENTS for the purpose of research, development or sales for military, defense, intelligence or security applications.

1.3. RSCIS shall not, without prior written consent from RSC and RSL, bid, propose to bid, contract, subcontract, or team with a third party for the purposes of performing on any U.S. Government contract utilizing the ASSIGNED PATENTS for the purpose of research, development or sales for military, defense, intelligence or security applications.

2. CONSIDERATION.

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APPENDIX A
ASSIGNED PATENTS

Patents

Patent No.	Inventors	Title
6,417,504	Kozlowski, L	Compact Ultra-low Noise High-Bandwidth Pixel Amplifier for Single-Photon Readout of Photodetectors
6,476,374	Kozlowski, L; DeWames, R; McDermott, B	Room Temperature, Low Light Level Visible Imager
6,504,141	Kozlowski, L; Tennant, W	Adaptive Detector Interface Circuit With Ultra Wide Programmable Dynamic Range
6,538,245	Kozlowski, L	Amplified CMOS Transducer for Single Photon Read-Out of Photodetectors

Applications

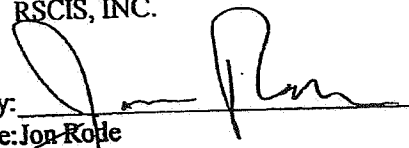
Serial No.	Inventors	Title
09/671,409	Loose, M	Imager with Adjustable Resolution
09/675,488	Kozlowski, L	Compact Active Pixel with Low-Noise Snapshot Image Formation
09/675,487	Kozlowski, L; Tennant, W.	High Gain Detector Amplifier with Enhanced Dynamic Range for Single Photon Read-out of Photodetectors
09/675,278	Kozlowski, L; Tennant, W; Kleinhans, W	Self-Adjusting Adaptive Minimal-Noise Input Amplifier Circuit
09/697,203	Kozlowski, L	Low Noise 3 FET Active Pixel Sensor With Snapshot Image Control
10/436,947	Loose, M	Architecture for Simultaneous Independent Use of Normal and Window Mode in CMOS Image Sensor Multiplexers
10/436,946	Loose, M	Pixel Circuit with Single Pixel Reset for CMOS Based Image Sensor Multiplexers
10/436,945	Loose, M	On-Chip Black-Clamping Circuit for CMOS Image Sensors

Disclosures

Disclosure No.	Inventors	Title
01SC005	Kozlowski, L	CMOS Imaging System with Low Fixed Pattern Noise
01SC006	Kozlowski, L	Low-Noise CMOS Amplifier for Imaging Sensors
01SC050	Loose, M	Digital Programmable Gain Stage with High Resolution

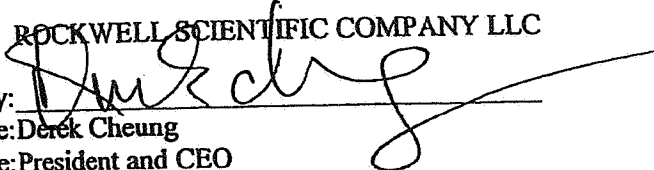
		for CMOS Image Sensors
03RSC049	Loose, M	Column amplifier with automatic gain selection for CMOS image sensors
00SC096	Kozlowski, L	Ultra-Low Noise Photodetector Amplifier for High Speed Cameras
03RSC013	Loose, M	System-on-chip solution for image sensor control and data digitization
00SC008	Kozlowski, L; Mann, R	Method for Optimizing CMOS Imager Performance
98SC126	Kozlowski, L; DeWames, R; McDermott, B	Compact Color Imager for One-Chip Cameras

RSCIS, INC.

By: 
Name: Jon Rode
Title: President

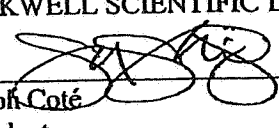
Date: 2/11/04

ROCKWELL SCIENTIFIC COMPANY LLC

By: 
Name: Derek Cheung
Title: President and CEO

Date: 2/11/04

ROCKWELL SCIENTIFIC LICENSING, LLC

By: 
Name: Joseph Cote
Title: President

Date: 2/11/04

[Signature Page to Patent Assignment Agreement]