

09-20-2007

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OMB No. 0651-0027 (exp. 6/30/2008)

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



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

09-15-07

1. Name of conveying party(ies)

Brian R. Cleaver

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

2. Name and address of receiving party(ies)

Name: SPI/SEMICON, INC.

Internal Address:

Street Address: 1810 E. Valencia Dr.

City: Fullerton

State: CA

Country: Zip: 92831

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

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

Execution Date(s) 02/01/97

- 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):

A. Patent Application No.(s) 11/050,263

This document is being filed together with a new application.

B. Patent No.(s) 6,662,950  
6,848,579

Additional numbers attached?  Yes  No

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

Name: GREGORY SCOTT SMITH

GSS LAW GROUP

Internal Address:

Street Address: 3900 Newpark Mall Road, Suite 317

City: Newark

State: CA Zip: 94560

Phone Number: (510) 742-7417

Fax Number: (510) 742-7419

Email Address: gsmith@gsslawgroup.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- 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

Expiration Date

b. Deposit Account Number 502276

Authorized User Name

9. Signature:

Signature

9/17/07

Date

GREGORY SCOTT SMITH

Name of Person Signing

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

6

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

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PATENT  
REEL: 019850 FRAME: 0957

**EXHIBIT D**

**NONDISCLOSURE AND INVENTION  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

In consideration of my consultancy engagement by SPI/SEMICON, INC., or any of its subsidiaries and affiliates (the "Company"):

1. I will promptly disclose to the Company in writing all discoveries, concepts and ideas, whether patentable or unpatentable, including but not limited to processes, designs, innovations, inventions, formulas, methods, and techniques, as well as improvements and know-how related thereto, made, conceived, reduced to practice or learned by me during my consultancy with the Company, either solely or jointly with others during my consultancy engagement ("Company Inventions"). This Agreement shall not apply to any Invention developed entirely on my own time without using the Company's equipment, supplies, facilities or trade secret information, except for those items and inventions that either: (a) relate, at the time of conception or reduction to practice of the invention, to the Company's business or any of the products or services being developed, manufactured or sold by the Company or which may conveniently be used in relation therewith, or actual, or demonstrably anticipated research or development of the Company, or (b) result from any work performed by me for the Company.

**THIS AGREEMENT DOES NOT APPLY TO ANY INVENTION WHICH THE CONSULTANT DEVELOPED ENTIRELY ON HIS OWN TIME WITHOUT USING THE COMPANY'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION.**

(a) I hereby assign to the Company all of my right, title and interest in and to all such Company Inventions and to applications for United States and/or foreign letters patent and to United States and/or foreign letters patent granted upon such Company Inventions.

(b) I will acknowledge and deliver promptly to the Company such written instruments and do such other acts, such as giving testimony in support of my inventorship (and I understand I shall be paid for my time spent in connection with such acts at a rate equal to the last hourly rate paid to me by the Company), as may be necessary in the opinion of the Company to obtain and maintain United States and/or foreign letters patent and to vest the entire right and title thereunto in Company.

(c) I agree that title to any and all copyrights, copyright registrations and copyrightable subject matter which occurs as a result of my consultancy engagement by the Company shall be the sole and exclusive property of the Company, and that such works comprise works made for hire. I hereby assign, and agree to assign, all of said copyrights to the Company.

**EXHIBIT "D"**

**TO CONSULTING AGREEMENT**

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**PATENT  
REEL: 019850 FRAME: 0958**

(d) I have listed on the attached Annex A all unpatented, but potentially patentable, ideas and inventions conceived before my consultancy engagement by the Company and which are exempt from the obligations of this Agreement.

(e) In the event the Company is unable (after good faith efforts are made by the Company) to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right of protection relating to any Company Inventions, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact to act for and in my behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights or other rights or protections with the same force and effect as if executed and delivered by me.

2. As a direct or indirect consequence of my consultancy engagement by the Company I have been and will/may be exposed to highly sensitive and confidential information (some of which I may in the past have, or may in the future, develop or contribute to) not generally, if at all, known or available to persons or entities not in some way affiliated with the Company and/or affiliates (hereinafter "Confidential Information"). Confidential Information shall include, without limitation, all (i) information that has or could have commercial value or other utility in the business in which the Company and its affiliates are engaged or contemplate engaging in, and (ii) all information the unauthorized disclosure of which could be detrimental to the interests of the Company and/or its affiliates, whether or not such information is identified as Confidential Information by the Company. By example, and without limitation, Confidential Information includes: financial statements and records, illustrations, prototypes, models, whether patentable or unpatentable, trade secrets, know-how, concepts and other data, trademarks, copyrights, design features, or configurations of any kind, procedures, demonstrations, methods, processes, uses, manufacturing information, techniques, formulas, improvements, research and development data, pamphlets, books, reports or other documents, inspection procedures, apparatuses, compounds, compositions, combinations, programs, software and works of authorships, whether discovered, conceived, developed, made or produced, research and development projects; strategic alliances; confidential information of other entities or companies with whom the Company or its affiliates may enter into joint ventures, strategic alliances or other business relationships; the identity of consultants and assistants; future advertising and marketing methods and plans; detailed sales and pricing information and formulas; budgets; product performance; sources of products; production and distribution methods or procedures; business methods, procedures and plans; licensing arrangements; customer product preferences and requirements; and, additional information relating to financial, marketing, technical, developmental and/or other business aspects, of the Company and/or the Company's affiliates. I agree and understand that any and all of the foregoing is considered by the Company to be of a highly confidential nature and as a trade secret. The term "Confidential Information" shall not include any information obtained by me through (i) industry publications which are disseminated to or can be acquired by businesses in the industry, (ii) Dodge Reports and Dun & Bradstreet and any similar information services, (iii) any Chamber of Commerce or other trade association reports, or (iv) reports from governmental agencies. In furtherance of the foregoing, I agree as follows:

EXHIBIT "D"

TO CONSULTING AGREEMENT

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(a) To refrain from reproducing or making any summary, extract or abridgement of, other than in the regular course of business, or removing, any business record, document, schematic, drawing, instrument, component or any other item dealing with the Confidential Information without prior written consent therefor.

(b) To refrain from discussing with any other person or persons, whether or not said persons are in the employ of the Company, any aspect of the Confidential Information, except as said discussions directly relate to completion of the particular task at hand and/or in compliance with instructions to do so.

(c) To accept and maintain the Confidential Information on a confidential basis and to protect and safeguard same against unauthorized publication or disclosure. I will not be justified in disregarding the obligation of confidentiality by selecting individual pieces of public information and fitting them together by use of integrated disclosure to contend that such Confidential Information is in the public domain.

(d) Other than in furtherance of my consultancy engagement by the Company, not to use, directly or indirectly, for my own or for any future employer's or principal's advantage, any Confidential Information learned during my engagement by the Company and which is not made publicly known (through no fault of mine).

(e) Not to disclose, publicize, reveal or make available, directly or indirectly, any of the Confidential Information to any firm, person, or entity whatsoever, except for a disclosure which is required, if at all, by statute, order of court or otherwise by law, and then only after first advising the Company of such demand with reasonably sufficient advance notice, if possible, so as to afford the Company an opportunity to seek a protective order.

(f) Upon termination of my consultancy engagement, to turn over to a designated individual employed by the Company all property then in my possession or custody belonging to the Company. I will not retain any original, copy, summary or abridgement of any document which contains Confidential Information, including correspondence, memoranda, reports, calendars, contracts, notebooks, drawings, photos or other documents relating in any way to the affairs of the Company or to the affairs of its affiliated companies and which are entrusted to me or developed by me at any time during my consultancy engagement by the Company, all of which, will be delivered to the Company immediately upon termination of my consultancy engagement.

(g) Not to interfere with the relationship between and/or among the Company and its consultants, agents, employees or others working on research and development projects or providing services or products to or for the Company, nor disclose the identity of said individuals and/or entities so long as not otherwise generally known in the trade.

3. Notwithstanding the definition of "Confidential Information," I understand that I shall not be liable for disclosure to any third party or use of any Confidential Information

EXHIBIT "D"

TO CONSULTING AGREEMENT

which: (a) at the time of disclosure or thereafter becomes a part of the public domain through no act or omission by me; (b) has been independently generated, discovered or perfected by me and is listed on the attached Annex A; (c) is subsequently and lawfully disclosed to me by a third party, which third party did not acquire the information under an obligation of confidentiality from or through the Company; or (d) is required to be disclosed as a matter of law.

4. I acknowledge and agree that the Confidential Information, and the strict confidentiality thereof, materially affects the successful conduct of the Company's business and its goodwill; therefore, any breach of the terms of this Agreement by me is a material breach thereof, and may result in termination of my engagement by the Company, the imposition of injunctive relief, and liability for damages sustained by the Company. In furtherance of the foregoing, I agree to pay all costs, expenses and attorneys' fees as incurred by the Company in the enforcement of this Agreement.

5. No modification or waiver of this Agreement or any of its provisions shall be binding upon the Company unless made in writing and signed on behalf of the Company by one of its officers (other than me). The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and such invalid or unenforceable provision shall be reformed to the extent possible in order to give its intended effect and/or meaning. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. This Agreement together with my Consulting Agreement with the Company supersedes any and all agreements between me and the Company with respect to the subject matter hereof. In the event of any controversy, dispute or claim arising out of or relating to this Agreement, the arbitration provisions of Section 9 of the Consulting Agreement between me and the Company shall be applicable. The covenants and agreements undertaken herein shall survive termination of my engagement by the Company.

I have read and fully understand the foregoing, and by affixing my signature below, I agree to be fully bound hereby.

Dated: FEB 1 1997

IMAGINE, INC.

By:   
Brian R. Cleaver, President

Dated: FEB 1, 1997.


  
Brian R. Cleaver

EXHIBIT "D"

TO CONSULTING AGREEMENT

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