

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert W. Horst	09/04/2007
RECEIVING PARTY DATA	
Name:	Tibion Corporation
Street Address:	NASA Research Park
Internal Address:	Bldg. 19, Ste. 1067 (MS 19-46N)
City:	Moffett Field
State/Country:	CALIFORNIA
Postal Code:	94035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11773331
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	TIB-001
NAME OF SUBMITTER:	Thomas Schneck
Total Attachments: 3 source=TIB-001#page1.tif source=TIB-001#page2.tif source=TIB-001#page3.tif	

OP \$40.00 11773331

A S S I G N M E N T

WHEREAS, the undersigned, ROBERT W. HORST, having an address of 1182 Glenn Avenue , San Jose, County of Santa Clara, State of California 95125 (hereinafter termed Assignor) has invented certain new and useful improvements in an invention entitled: ELECTROSTATIC ACTUATOR WITH FAULT TOLERANT ELECTRODE STRUCTURE, filed July 3, 2007 and assigned Serial No. 11/773,331;

WHEREAS, TIBION CORPORATION, a Delaware corporation, having an address of NASA Research Park, Bldg. 19, Suite 1067 (MS 19-46N), Moffett Field, California 94035 (hereinafter termed Assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patent thereon when granted in the United States and foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by said Assignor from said Assignee, the receipt and sufficiency of which in full are hereby acknowledged by said Assignor:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignor; and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any foreign country,

including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any of said application specifically identified herein, and in and to each and every reissue or extension of said Letters Patent.

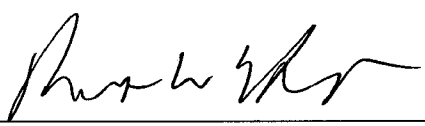
2. Said Assignor hereby covenants and agrees to cooperate with said Assignee whereby said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of Letters Patent included herein, or for interference proceedings involving said invention and/or said improvements; (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor in lending such assistance and cooperation shall be paid by the Assignee.

3. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that he has not entered into any assignment, contract or understanding in conflict therewith.

IN WITNESS WHEREOF, this said Assignor has executed and delivered this instrument on the date shown below.

Date: 9/4/07



ROBERT W. HORST