# 52087

# <u>:</u>СН \$40.0

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/12/2004

# **CONVEYING PARTY DATA**

Name	Execution Date
Osman Ersed Akcasu	09/20/2007

#### **RECEIVING PARTY DATA**

Name:	Lonestar Inventions, L.P.
Street Address:	8838 Chalk Knoll Dr.
City:	Austin
State/Country:	TEXAS
Postal Code:	78735

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5208725

# **CORRESPONDENCE DATA**

Fax Number: (512)703-1250

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: dlackey@dmtechlaw.com
Correspondent Name: Daffer McDaniel, LLP
Address Line 1: P.O. Box 684908

Address Line 4: Austin, TEXAS 78768-4908

ATTORNEY DOCKET NUMBER: 8941-00000

NAME OF SUBMITTER: Kevin L. Daffer

**Total Attachments: 2** 

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PATENT REEL: 019881 FRAME: 0829

# RESTATEMENT OF ASSIGNMENT AGREEMENT DATED MARCH 12, 2004

THIS RESTATED ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is made and entered nunc pro tunc as of March 12, 2004 (the "<u>Effective Date</u>") by OSMAN ERSED AKCASU, an individual residing in Morgan Hill, California ("<u>Assignor</u>"), and LONESTAR INVENTIONS, L.P., a Texas limited partnership, having a place of business at 8838 Chalk Knoll Dr., Austin, Texas 78735 ("<u>Assignee</u>").

**WHEREAS,** Assignor is the owner of U.S. Patent No. 5,208,725, issued May 4, 1993, entitled "High Capacitance Structure in a Semiconductor Device" (the "Patent").

**WHEREAS**, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Patent on the terms and conditions set forth herein.

**WHEREAS,** an original version of this Assignment Agreement, executed on March 12, 2004, contained a scrivener's error;

WHEREAS, this Restatement of Assignment Agreement is a restatement of that original version with the scrivener's error corrected, and reflects the true intentions of the parties as of March 12, 2004; and

**WHEREAS**, this Restatement of Assignment Agreement does not alter the rights, obligations, or identity of any party intended in the original agreement executed on March 12, 2004.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells and assigns to Assignee, its successors and assigns, (i) Assignor's entire right, title and interest in and to the Patent and all patents that may derive priority therefrom, including all divisions, reissues, substitutions, continuations and extensions thereof and the right to file and obtain United States and corresponding foreign patents, inventor's certificates and utility models thereof, (ii) the right to sue for past, present and future infringements, and (iii) the right to commercially exploit and collect proceeds from any of the foregoing without an accounting to Assignor.

Assignor hereby acknowledges and agrees that, on and after the Effective Date, Assignee shall have complete control over the payment, settlement, or other disposition of, or any dispute involving, the Patent and Assignee shall conduct and control all negotiations and proceedings with respect to the same. Assignor retains no interest in the Patent after the Effective Date, including, without limitation, no royalty interest or reversionary interest. Assignor hereby authorizes and requests the Commissioner of Patents to issue all patents resulting from any patents deriving priority from the Patent to Assignee.

Assignor hereby further agrees that it will communicate to said Assignee, or to its successors, assigns, and legal representatives, any facts known to it with respect to the Patent and, at the expense of Assignee, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors, assigns and nominees to obtain proper patent protection and enforce the Patent and all patents issued therefrom in all countries.

[Remainder of page intentionally left blank. Signature page follows.]

PATENT REEL: 019881 FRAME: 0830

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

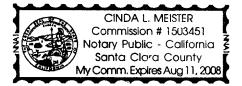
#### ASSIGNOR:

STATE OF \( \)

COUNTY OF Santal

BEFORE ME, the undersigned authority, on this day personally appeared Osman Ersed Akcasu, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 20 day of September, 2007.



### **ASSIGNEE:**

Lonestar Inventions, L.P., a Texas limited partnership

By: Lonestar Inventions Management, LLC,

its sole general partner

STATE OF TEXAS

COUNTY OF TRAYIS

BEFORE ME, the undersigned authority, on this day personally appeared Gerald Tallinger, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 24 day of SEPTEMBER, 2007.

Carrie M. Kim Notary Public STATE OF TEXAS

My Comm. Exp. 02/06/2011

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RECORDED: 09/27/2007

PATENT REEL: 019881 FRAME: 0831