

**Patent Application
Attorney Docket No. 97171-US-NP**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s): **Steven J. Fiore et al.**
Application No.: **08/838,631**
Patent No.: **5,953,565**
Issued: **September 14, 1999**
Filed: **April 11, 1997**
Examiner: **Q. Grainger**
Art Unit: **2852**

**Title: DEVELOPER BACKER BAR THAT ALLOWS
AXIAL MISALIGNMENT BETWEEN THE BACKER BAR
AND THE DEVELOPER DONOR ROLL**

Commissioner for Patents
Assignment Branch
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

REQUEST FOR CORRECTION OF ASSIGNMENT

During a recent review of the above-identified Xerox Corporation United States file history, it was noted that although the first page of the issued U.S. Patent 5,953,565 shows the Assignee to be Xerox Corporation, the USPTO Patent Assignment Abstract of Title as shown in PAIR indicates that one of the four assignees listed are not correct. This review was being accomplished as Xerox Corporation is in the process of transferring ownership of this patent to a third party.

As a review of the USPTO records will readily reveal, the parties listed as Assignees are Xerox Corporation (Assignment 1), Imperial Bank, Merchants Banking Group by Assignor Firefly Networks, Inc. (Assignment 2),

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when the correct assignee is only Xerox Corporation and Assignment 3, a Conveyance of Security Interest from Xerox Corporation to Bank One, NA, as Administrative Agent, and Assignment 4, a Conveyance of Security Agreement from Xerox Corporation to JPMorgan Chase Bank, as Collateral Agent.

Attached is a copy of the Xerox Corporation Assignment document for U.S. Application No. 08/838,631 (Attorney Docket No. D/97171), now U.S. Patent 5,953,565, the reel/frame numbers being 8526/0067 and confirmed in PAIR, which Xerox Assignment was executed on April 4, 1997 by the Xerox inventors Steven J. Fiore and Dan F. Lockwood, and recorded in the USPTO on April 11, 1997, and where ownership of the invention was assigned to Xerox Corporation. This and Assignments 3 and 4 above are the only valid Assignments that Xerox Corporation is aware of.

The Assignee's representative has had a number of telephone conversations with the USPTO Assignment Branch, and more specifically, with Mr. Tony Royall beginning the week of October 23, 2007. The aforementioned Xerox representative was informed by Mr. Royall that there appeared to be incorrect Assignment documents of record in the USPTO and that Xerox Corporation could submit a paper to request correction thereof. Also, since this is believed to partially be a USPTO error, no fees are due by the Assignee Xerox Corporation. However, if the USPTO disagrees, please charge any fees to Xerox Deposit Account No. 24-0025.

Accordingly, it is respectfully requested that the USPTO correct their records to reflect that the Assignment of the above US patent and the application from which it resulted resides with Xerox Corporation. Imperial Bank, Merchants Banking Group is not a proper assignee due, it appears, to errors rendered by this entity and perhaps the USPTO.

Eugene O. Palazzo is empowered by a Xerox Board of Directors resolution to sign this request on behalf of Xerox Corporation. A copy of the resolution is attached hereto.

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In the event personal contact would be advantageous to the correction of the Assignment records, please contact Eugene O. Palazzo by telephone at 585-423-4687, Rochester, New York, or my email at Eugene.Palazzo@xerox.com.

Respectfully submitted,



Eugene O. Palazzo
Attorney for Assignee
Registration No. 20,881
(585) 423-4687

EOP/jah

October 30, 2007

Xerox Corporation
Xerox Square 20A
Rochester, New York 14644

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, WE, the undersigned,

Steven J. Fiore and Dan F. Lockwood

who have created a certain invention for which an application for United States Letters Patent has been executed concurrently herewith and is entitled


DEVELOPER BACKER BAR THAT ALLOWS AXIAL MISALIGNMENT BETWEEN THE BACKER BAR AND THE DEVELOPER DONOR ROLL

Do hereby sell, assign and transfer to **XEROX CORPORATION**, a corporation of the State of New York having a place of business at Stamford, in the County of Fairfield, and State of Connecticut, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that **XEROX CORPORATION**, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

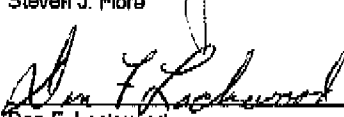
Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed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

IN TESTIMONY WHEREOF WE have hereunto set OUR signatures on the dates indicated below.



Steven J. Fiore

Date 4 Apr 97



Dan F. Lockwood

Date 4 Apr 97

Return Address: Xerox Corporation
Xerox Square 20A
Rochester, New York 14644