12-28-2007

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)



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

103471583 To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. Name of conveying party(ies) 2. Name and address of receiving party(ies) John S. Yates, Jr. Name: ATI International SRL Matthew F. Storch, Ph.D. Sandeep Nijhawan Internal Address: Dale R. Jurich Additional name(s) of conveying party(ies) attached? ✓ Yes / No 3. Nature of conveyance/Execution Date(s): Street Address: Beaumont House Execution Date(s) See attached ✓ Assignment Merger City: Hastings J Security Agreement Change of Name State: Christ Church Government Interest Assignment Country: Barbados, W.I. Zip: Executive Order 9424, Confirmatory License Other Additional name(s) & address(es) attached? ☐ Yes ✓ No 4. Application or patent number(s): This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 11/904.007 Additional numbers attached? Yes ✓ No 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: 1 Name: The Law Offices of Donna L. Angotti 7. Total fee (37 CFR 1.21(h) & 3.41) \$\_40.00 Internal Address: Authorized to be charged by credit card ✓ Authorized to be charged to deposit account **Enclosed** Street Address: 140 Broadway None required (government interest not affecting title) **Suite 4600** 8. Payment Information City: New York a. Credit Card Last 4 Numbers \_\_ State: New York Zip:10005 Expiration Date Phone Number: (212) 858-7515 b. Deposit Account Number 50-0441 Fax Number: (212) 858-7750 Authorized User Name Doma L. Angotti 588441 11:04907 Email Address: email@angottilaw.com 40.88 DA 9. Signature: December 20, 2007

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

Donna L. Angotti

Name of Person Signing

13

Total number of pages including cover

sheet, attachments, and documents:

# Continuation of Item 1. Name of Conveying Parties

Korbin S. Van Dyke

## Continuation of Item 3. Nature of Conveyance/Execution Date(s)

John S. Yates
Mathew F. Storch, Ph.D.
Sandeep Nijhawan
Dale R. Jurich
Korbin S. Van Dyke

August 30, 2000

•	U.S. PTO
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10, 21-01	10/31/2007
Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/200) 11-15\-20	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
	HEET SHEET
To the Director of the U.S. Par 10346119	hed documents or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
John S. Yates, Jr. Matthew F. Storch, Ph.D.	Name: ATI International SRL
Sandeep Nijhawan Dale R. Jurich	Internal Address:
Additional name(s) of conveying party(ies) attached? <a>Yes</a> <a>No</a>	
3. Nature of conveyance/Execution Date(s):	Street Address: Beaumont House
Execution Date(s) Aug. 30, & Sept. 4, 2000, Aug. 9, 2004	
Assignment Merger	
Security Agreement Change of Name	City: Hastings
Joint Research Agreement	State: Christ Church
Government Interest Assignment	Country: Barbados, W.I. Zip:
Executive Order 9424, Confirmatory License	Country, Barbacos, W.I.
Other	Additional name(s) & address(es) attached? Yes Vo
	document is being filed together with a new application.
A. Patent Application No.(s)	B. Patent No.(s)
11/904,007	
Additional numbers att	! ached? ☐ Yes ✓ No
5. Name and address to whom correspondence	6. Total number of applications and patents
concerning document should be mailed:	involved: 1
Name: The Law Offices of Donna L. Angotti	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address:	Authorized to be charged by credit card
	✓ Authorized to be charged to deposit account
Street Address: 140 Broadway	Enclosed
Suite 4600	None required (government interest not affecting title)
City: New York	8. Payment Information
State: New York Zip:10005	a. Credit Card Last 4 Numbers
Phone Number: (212) 858-7515	Expiration Date
Fax Number: (212) 858-7750	b. Deposit Account Number 50-0441 01 FC:8621 46.66 DA
Email Address: email@angottilaw.com	Authorized User Name Donna L. Angotti
9. Signature: Do A Marchet	
Signature	October 31, 2007 Date
O.g.,atale	

Donna L. Angotti Name of Person Signing 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** 

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

PATENT

Atty, Docket No. 30585/28-0053BS

#### ASSIGNMENT

#### WHEREAS:

John S. Yates, Jr., 40 Pine Street, Needham, MA 02492
Matthew F. Storch, Ph.D., 100 Horgan Ave., Redwood City, CA 94061
Sandeep Nijhawan, 3591 Townsquare Drive, San Jose, CA 95127
Dale R. Jurich, 211 Bacigalupi Drive, Los Gatos, CA 95032
(hereinafter "Assignor(s)") have made an invention or discovery entitled COMPUTER WITH TWO OPERATING SYSTEMS for which application for Letters Patent of the United States has been executed on even date herewith (hereinafter "the invention");

WHEREAS ATI International SRL, organized under the laws of Barbados, having an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (hereinafter "Assignæ") desires to acquire the entire interest in the invention;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, the receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells, assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to the invention or improvement, any patent, any and all forms of legal protection for any invention disclosed in the application first referenced above, any interest in any inventions, ideas, designs, architectures, computer hardware, software or data disclosed therein and any improvements thereto, any patent application relating to any of the foregoing and any and all Letters Patent that may be granted thereon, in and for the United States or any foreign country, including any continuation, division, renewal, extension, substitute, or reissue thereof, all treaty and convention rights, rights of priority arising from the aforesaid application(s), and the right to sue for past, present, and future infringement, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Assignor(s) hereby authorize Assignee to make application for and to receive Letters Patent for the invention in any of said countries at its election. Assignor(s) hereby authorize and request the Commissioner for Patents of the United States, and any official of any country whose duty it is to issue Letters Patent on applications, to issue all such Letters Patent for the invention to Assignee, as assignee of the entire right, title and interest in, to and under the same.

Assignor(s) covenant to execute or procure any further necessary assurance of title to the invention and Letters Patent; and at any time, upon the request and at the expense of Assignee, to execute and deliver any and all papers, and do all lawful acts that may be necessary or desirable to perfect the title to the invention or any Letters Patent that may be granted therefor in Assignee, its successors, assigns, or other legal representatives; and, upon the request and at the expense of Assignee, to execute any additional or divisional, continuation, reissue, or reexamination applications for patents for the invention, or any part or parts thereof, and to make all rightful oaths and do all lawful acts requisite for procuring and enforcing proper patent protection for the invention, without further compensation but at the expense of Assignee, its successors, assigns, or other legal representatives. Assignor(s) covenant to communicate to the Assignee, its successors, legal representatives, or assigns any facts known concerning the invention.

1

Assignment
NYDOCS04 / 285492

30585/28-0053BS EI465234796US

Inventor No. 1	John S. Yatos, Jr.
Residence	40 Pine Street, Needham, MA 02492
State of	) ) ss
County of	)
Yates, Jr. to me	me this 3d day of 20dd personally appeared John S. personally known to be the person described in and who executed the above acknowledged to me that he/she executed the same of his own free will for the set forth.
Notary Public	
Inventor No. 2	
Residence	Matthew F. Storch, Ph.D. 100 Horgan Ave., Redwood City, CA 94061
State of County of	) ) ss )
County 01	
	e me this day of 20, personally appeared Matthew F. o me personally known to be the person described in and who executed the above acknowledged to me that he/she executed the same of his own free will for the n set forth.
Notary Public	

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Assignment NYDOCS04/285492 30585/28-0053BS EI465234796US

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**PATENT** 

Atty. Docket No. 30585/28-0053BS

#### ASSIGNMENT

#### WHEREAS:

John S. Yates, Jr., 40 Pine Street, Needham, MA 02492
Matthew F. Storch, Ph.D., 100 Horgan Ave., Redwood City, CA 94061
Sandeep Nijhawan, 3591 Townsquare Drive, San Jose, CA 95127
Dale R. Jurich, 211 Bacigalupi Drive, Los Gatos, CA 95032
(hereinafter "Assignor(s)") have made an invention or discovery entitled COMPUTER WITH TWO OPERATING SYSTEMS for which application for Letters Patent of the United States has been executed on even date herewith (hereinafter "the invention");

WHEREAS ATI International SRL, organized under the laws of Barbados, having an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (hereinafter "Assignee") desires to acquire the entire interest in the invention;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, the receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells, assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to the invention or improvement, any patent, any and all forms of legal protection for any invention disclosed in the application first referenced above, any interest in any inventions, ideas, designs, architectures, computer hardware, software or data disclosed therein and any improvements thereto, any patent application relating to any of the foregoing and any and all Letters Patent that may be granted thereon, in and for the United States or any foreign country, including any continuation, division, renewal, extension, substitute, or reissue thereof, all treaty and convention rights, rights of priority arising from the aforesaid application(s), and the right to sue for past, present, and future infringement, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Assignor(s) hereby authorize Assignee to make application for and to receive Letters Patent for the invention in any of said countries at its election. Assignor(s) hereby authorize and request the Commissioner for Patents of the United States, and any official of any country whose duty it is to issue Letters Patent on applications, to issue all such Letters Patent for the invention to Assignee, as assignee of the entire right, title and interest in, to and under the same.

Assignor(s) covenant to execute or procure any further necessary assurance of title to the invention and Letters Patent; and at any time, upon the request and at the expense of Assignee, to execute and deliver any and all papers, and do all lawful acts that may be necessary or desirable to perfect the title to the invention or any Letters Patent that may be granted therefor in Assignee, its successors, assigns, or other legal representatives; and, upon the request and at the expense of Assignee, to execute any additional or divisional, continuation, reissue, or reexamination applications for patents for the invention, or any part or parts thereof, and to make all rightful oaths and do all lawful acts requisite for procuring and enforcing proper patent protection for the invention, without further compensation but at the expense of Assignee, its successors, assigns, or other legal representatives. Assignor(s) covenant to communicate to the Assignee, its successors, legal representatives, or assigns any facts known concerning the invention.

Assignment NYDOCS04 / 285492 30585/28-0053BS EI465234796US

John S. Yates, Jr.  40 Pine Street, Needham, MA 02492  State of )  State of )  County of )	
State of ) ) ss	
) ss	
) ss	
) ss	
Before me this day of 20, personally appeared John S.	
Yates, Jr. to me personally known to be the person described in and who executed the above	
instrument, and acknowledged to me that he/she executed the same of his own free will for the	
purposes therein set forth.	
Notary Public	
1.0.002.7	
	•
Inventor No. 2 Mother A Stout, PhS	
Matthew F. Storch, Ph.D.	
Residence 100 Horgan Ave., Redwood City, CA 94061	
State of	
State of ) ss	
County of )	
Before me this 4th day of September 2000, personally appeared Matthew I	
Storch, Ph.D. to me personally known to be the person described in and who executed the abo	
instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.	;
purposes mercur set forth.	
Notary Public	
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Assignment NYDOCS04 / 285492 30585/28-0053BS EI465234796US

PATENT

Atty. Docket No. 30585/28-0053BS

#### ASSIGNMENT

#### WHEREAS:

John S. Yates, Jr., 40 Pine Street, Needham, MA 02492 Matthew F. Storch, Ph.D., 100 Horgan Ave., Redwood City, CA 94061 Sandeep Nijhawan, 3591 Townsquare Drive, San Jose, CA 95127 Dale R. Jurich, 211 Bacigalupi Drive, Los Gatos, CA 95032 (hereinafter "Assignor(s)") have made an invention or discovery entitled COMPUTER WITH TWO OPERATING SYSTEMS for which application for Letters Patent of the United States has been executed on even date herewith (hereinafter "the invention");

WHEREAS ATI International SRL, organized under the laws of Barbados, having an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (hereinafter "Assignee") desires to acquire the entire interest in the invention:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, the receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells, assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to the invention or improvement, any patent, any and all forms of legal protection for any invention disclosed in the application first referenced above, any interest in any inventions, ideas, designs, architectures, computer hardware, software or data disclosed therein and any improvements thereto, any patent application relating to any of the foregoing and any and all Letters Patent that may be granted thereon, in and for the United States or any foreign country, including any continuation, division, renewal, extension, substitute, or reissue thereof, all treaty and convention rights, rights of priority arising from the aforesaid application(s), and the right to sue for past, present, and future infringement, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

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Assignment NYDOCS04 / 285492 30585/28-0053BS EI465234796US

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Inventor No. 3 Residence	Sandeep Nijhawan Sandeep Nijhawan 3591 Townsquare Drive, San Jose, CA 95127	
State of Colinga 3-44 County of San	-1926 ) SS	
County of San	ta (lasa)	
Nijhawan to m	e me this 30 day of August 2000, perse personally known to be the person described in an acknowledged to me that he/she executed the same in set forth.	d who executed the above
No.		
Notary Public		
Inventor No. 4	Dale R. Jurich	
Residence	211 Bacigalupi Drive, Los Gatos, CA 95032	
State of	)	• .
County of	) ss	•

Jurich to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the

Notary Public

purposes therein set forth.

Before me this \_\_\_\_ day of \_

Assignment NYDOCS04 / 285492 30585/28-0053BS EI465234796US

20\_\_\_, personally appeared Dale R.

\_



PATENT

Atty. Docket No. 30585/28-0053BS

#### ASSIGNMENT

#### WHEREAS:

John S. Yates, Jr., 40 Pinc Street, Needham, MA 02492

Matthew F. Storch, Ph.D., 100 Horgan Ave., Redwood City, CA 94061

Sandeep Nijhawan, 3591 Townsquare Drive, San Jose, CA 95127

Dale R. Jurich, 211 Bacigalupi Drive, Los Gatos, CA 95032

(hereinafter "Assignor(s)") have made an invention or discovery entitled COMPUTER WITH TWO OPERATING SYSTEMS for which application for Letters Patent of the United States has been executed on even date herewith (hereinafter "the invention");

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NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, the receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells, assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to the invention or improvement, any patent, any and all forms of legal protection for any invention disclosed in the application first referenced above, any interest in any inventions, ideas, designs, architectures, computer hardware, software or data disclosed therein and any improvements thereto, any patent application relating to any of the foregoing and any and all Letters Patent that may be granted thereon, in and for the United States or any foreign country, including any continuation, division, renewal, extension, substitute, or reissue thereof, all treaty and convention rights, rights of priority arising from the aforesaid application(s), and the right to sue for past, present, and future infringement, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

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Assignment NYDOCS04 / 285492 · 30585/28-0053BS ·EI465234796US

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Inventor No. 3		
Residence	Sandcep Nijhawan 3591 Townsquare Drive, San Jose, CA 95127	
State of	) ) ss	
County of	)	
Nijhawan to me	re me this day of 20, personally are personally known to be the person described in and who exid acknowledged to me that he/she executed the same of his or in set forth.	xecuted the above
Notary Public		
Inventor No. 4 Residence	Dale R. Jurich 211 Bacigalupi Drive, Los Gatos, CA 95032	
State of County of	) ) ss )	
Jurich to me pe	re me this 30 day of August 20,00, personally a ersonally known to be the person described in and who executed acknowledged to me that he/she executed the same of his can set forth.	uted the above
Notary Public		
		•

Assignment NYDOCS04 / 285492 30585/28-0053BS EI465234796US

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### ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into by and among:

Korbin S. Van Dyke, 3343 Little Valley Rd, Sunol, CA 94586, United States

("Assignor") and ATI International SRL, a society with restricted liability organized under the laws of Barbados, having an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (the "Assignee") (the Assignors and Assignee collectively referred to as the "Parties").

WHEREAS Assignor desires to assign to Assignee its entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right title and interest;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

- 1. <u>Invention Defined</u>. As used in this Assignment, "<u>Invention</u>" shall mean that certain application for Letters Patent of the United States filed on July 26, 2000 as Application Serial No. 09/626,325 and entitled OPERATING SYSTEM FOR COMPUTER WITH TWO ARCHITECTURES, all inventions or discoveries disclosed or claimed therein, any continuation, division, renewal, extension, substitute, reexamination, reissue or continuation-in-part thereof, all treaty and convention rights and all rights of priority arising from the aforesaid applications, all applications claiming priority therefrom for the United States, or any other country, or any regional or international patent convention, all patents, utility models, invention registrations or any other form of legal protection issuing from any of the aforesaid applications, and all rights to sue for past, present, or future infringement under any of the aforesaid.
- 2. <u>Assignment</u>. Assignor hereby sells, assigns and transfers to Assignee its entire right, title, and interest in and to the Invention.
- 3. Further Assurances. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to establish inventorship, to perfect the interest of Assignee in and to the Invention, or to substantively prosecute or enforce the Invention, including but not limited to working with Assignee's counsel to prepare, review, execute, assign, and prosecute any and all patent applications or other lawful papers included in the Invention and all related documentation, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment. Assignor hereby covenants (a) to communicate to Assignee any information known by Assignor that concerns the Invention and the history thereof, including all "material information" as defined in 37 C.F.R. § 1.56(a), promptly upon learning such information, (b) to testify in any legal proceeding relating to the Invention or this Assignment, and (c) generally to do all further acts that may be necessary or desirable to obtain or enforce proper patent protection for the Invention.
- 4. Acknowledgement. Assignor hereby authorizes Assignee to make application for and to receive Letters Patent for the Invention in any country throughout the world in Assignor's or Assignee's name, at Assignee's election. Assignors hereby authorize and request that the competent authorities record this Assignment, and grant and issue any and all patents included in the Invention to the Assignee as the assignee of all right, title and interest therein.

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114596-28-0053BS 09/626,325

- 5. Representations and Warranties. Assignor represents and warrants that
  (a) Assignor has full power and authority to enter into this Assignment, (b) this Assignment has been duly authorized, executed and delivered by Assignor and constitutes the legal, valid and binding obligation of Assignor, (c) Assignor has not previously assigned any right or interest in the Invention to any third party, (d) Assignor is under no obligation to assign any right or interest in the Invention to any third party, and (e) entry into this Assignment does not breach any agreement between Assignor and any third party.
- 6. <u>Successors</u>. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and assigns.
- 7. Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Assignment had been executed with the invalid portion thereof eliminated therefrom. In the event that a portion of this Assignment shall be declared to be invalid, then the parties agree that they shall enter into good faith negotiations with one another to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid.
- 8. Choice of law. This Assignment shall be governed by, and construed in accordance with, the law of the State of New York, excluding its choice of law principles.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date written below.

Inventor No. 5 Residence	Korbin S. Van Dyke 3343 Little Valley Rd, Sunol, CA 94586, United States	
State of County of	) ) ss )	
Van Dyke to me	me this day of 20, personally appeared Korbin personally known to be the person described in and who executed the aboacknowledged to me that he/she executed the same of his own free will for set forth.	ove
Notary Public		

114596-28-0053BS 09/626,325

RECORDED: 12/20/2007