

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of 50% interest
CONVEYING PARTY DATA	
Name	Execution Date
InPhase Technologies, Inc.	01/08/2008
RECEIVING PARTY DATA	
Name:	Nintendo Co., Ltd.
Street Address:	11-1 Hokotate-cho Kamitoba, Minami-ku
City:	Kyoto
State/Country:	JAPAN
Postal Code:	601-8501
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11851413
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:	INPI-0003-UT1
NAME OF SUBMITTER:	Ajay A. Jagtiani
Total Attachments: 1 source=010908_INPI0003UT1_ASFILED_ASSIGNMENT_JOINT#page1.tif	

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PATENT
REEL: 020337 FRAME: 0785

ASSIGNMENT

WHEREAS, **INPHASE TECHNOLOGIES, INC.**, a Delaware corporation having a principal place of business at 2000 Pike Road, Longmont, Colorado, 80501, U.S.A. (hereinafter referred to as **ASSIGNOR**) currently has an undivided 100% interest in and to the invention entitled **MAGNETIC FIELD POSITION FEEDBACK FOR HOLOGRAPHIC STORAGE SCANNER** (hereinafter referred to as **THE INVENTION**) for which an application for United States Letters Patent was filed on September 7, 2007, as Application No. 11/851,413 to:

WHEREAS, **INPHASE TECHNOLOGIES, INC.** is desirous of assigning an undivided 50% interest to **NINTENDO CO., LTD.**, a Japanese corporation having a place of business at 11-1 Hokotate-cho Kamitoba, Minami-ku Kyoto, Japan 601-8501 (hereinafter referred to as **NINTENDO or ASSIGNEE**) in **THE INVENTION** which was made pursuant to a Joint Research Agreement as defined in 35 U.S.C. § 103(c)(3), that was in effect on or before the date **THE INVENTION** was made, and as a result of activities undertaken within the scope of the Joint Research Agreement, by or on the behalf of **INPHASE TECHNOLOGIES, INC.** and **NINTENDO**.

WHEREAS, **NINTENDO** desires to acquire an undivided 50% right, title and interest in and to the above-mentioned patent application and **THE INVENTION** in the United States and throughout the world.

WHEREAS, as a result of this assignment, each of **INPHASE TECHNOLOGIES, INC.** and **NINTENDO** will take an undivided fractional interest in the above-mentioned patent application and **THE INVENTION** according to the following percentages: **INPHASE TECHNOLOGIES, INC. (50%)** and **NINTENDO (50%)**.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **ASSIGNOR**, by these presents does sell, assign and transfer unto said **ASSIGNEES**, an undivided 50% right, title and interest in and to **THE INVENTION** and said application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and an undivided 50% right, title and interest in and to **THE INVENTION** throughout the world; and an undivided 50% right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of **THE INVENTION**.

ALSO, **ASSIGNOR** hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for **THE INVENTION**, including additional documents that may be required to affirm the rights of **ASSIGNEES** in and to **THE INVENTION**, all without further consideration. **ASSIGNOR** also agrees, without further consideration and at **ASSIGNEES'** expense, to identify and communicate to **ASSIGNEES** at **ASSIGNEES'** request documents and information concerning the invention that are within **ASSIGNOR'S** possession or control, and to provide further assurances and testimony on behalf of **ASSIGNEES** that lawfully may be required of **ASSIGNOR** in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.


ASSIGNOR also agrees, without further consideration and at **ASSIGNEES'** expense, to transfer a pro rata right to sue for past infringement to **ASSIGNEES** and at **ASSIGNEES'** request documents and information concerning the enforcement of the right to sue within **ASSIGNOR'S** possession or control, and to provide further assurances and testimony on behalf of **ASSIGNEES** that lawfully may be required of **ASSIGNOR** in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR'S obligations under this instrument shall extend to **ASSIGNOR'S** heirs, executors, administrators and other legal representatives.

ASSIGNOR'S hereby grants the firm of Jagtiani + Gutttag of Fairfax, VA (Customer No. 22,506) the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to **ASSIGNEES** of the entire right, title and interest in and to the same, for **ASSIGNEES'** sole use and behalf; and for the use and behalf of **ASSIGNEES'** legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by **ASSIGNOR** had this assignment and sale not been made.

Kevin Curtis, CTO
InPhase Technologies
2000 Pike Road
Longmont, Colorado 80501



Signature
1/8/08

Date