

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>John E. Secura</td><td>04/26/2006</td></tr><tr><td>John Beley</td><td>04/27/2006</td></tr><tr><td>Wendy Lorimer</td><td>04/26/2006</td></tr><tr><td>Frank Ivan Morris</td><td>04/26/2006</td></tr><tr><td>Babu Rahman</td><td>06/10/2006</td></tr><tr><td>David Chew</td><td>08/06/1996</td></tr></tbody></table>	Name	Execution Date	John E. Secura	04/26/2006	John Beley	04/27/2006	Wendy Lorimer	04/26/2006	Frank Ivan Morris	04/26/2006	Babu Rahman	06/10/2006	David Chew	08/06/1996	
Name	Execution Date														
John E. Secura	04/26/2006														
John Beley	04/27/2006														
Wendy Lorimer	04/26/2006														
Frank Ivan Morris	04/26/2006														
Babu Rahman	06/10/2006														
David Chew	08/06/1996														
RECEIVING PARTY DATA															
Name:	Maxtor Corporation														
Street Address:	920 Disc Drive														
City:	Scotts Valley														
State/Country:	CALIFORNIA														
Postal Code:	95066														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11688405</td></tr></tbody></table>	Property Type	Number	Application Number:	11688405											
Property Type	Number														
Application Number:	11688405														
CORRESPONDENCE DATA															
Fax Number:	(720)684-2588														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	720-684-2265														
Email:	Zeina.Gittlein@seagate.com														
Correspondent Name:	Derek J. Berger														
Address Line 1:	389 Disc Drive														
Address Line 2:	Intellectual Property - COL2LGL														
Address Line 4:	Longmont, COLORADO 80503														
ATTORNEY DOCKET NUMBER:	STL7781.10														

CH \$40.00 11688405

500461382

PATENT
REEL: 020492 FRAME: 0303

NAME OF SUBMITTER:

Derek J. Berger

Total Attachments: 18

source=2008-02-11_Assignment#page1.tif
source=2008-02-11_Assignment#page2.tif
source=2008-02-11_Assignment#page3.tif
source=2008-02-11_Assignment#page4.tif
source=2008-02-11_Assignment#page5.tif
source=2008-02-11_Assignment#page6.tif
source=2008-02-11_Assignment#page7.tif
source=2008-02-11_Assignment#page8.tif
source=2008-02-11_Assignment#page9.tif
source=2008-02-11_Assignment#page10.tif
source=2008-02-11_Assignment#page11.tif
source=2008-02-11_Assignment#page12.tif
source=2008-02-11_Assignment#page13.tif
source=2008-02-11_Assignment#page14.tif
source=2008-02-11_Assignment#page15.tif
source=2008-02-11_Assignment#page16.tif
source=2008-02-11_Assignment#page17.tif
source=2008-02-11_Assignment#page18.tif

ASSIGNMENT

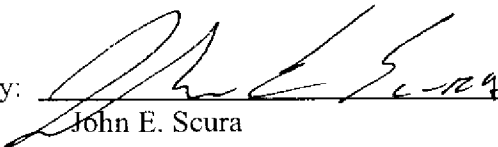
WHEREAS, we, John E. Scura of 9596 Reservoir Road, Paso Robles, CA 93446, John Beley of 7343 Griffith Lane, Moorpark, CA 93021, David Chew of 2538 Bentley Ridge Drive, San Jose, CA 95138, Wendy Lorimer of 4241 Verdigris Circle, San Jose, CA 95134, Babu Rahman of 41070 Bernie Street, Fremont, CA 94539, and Frank Ivan Morris of 1084 Surian Court, San Jose, CA 95120, have invented a certain new and useful invention entitled ROTARY ACTUATOR MOTOR FOR DISK DRIVE, for which an application for Letters Patent of the United States has been prepared and filed on March 19, 2007, receiving Serial No. 11/688,405, and further identified as Attorney File No. 3123-713-1;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, Maxtor Corporation, a Delaware corporation having a place of business at 2452 Clover Basin Drive, Longmont, Colorado 80503, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than Maxtor Corporation and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to Maxtor Corporation, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 4-26-06

By: 
John E. Scura


Date: _____

By: _____
John Beley

Date: _____

By: _____
David Chew

Date: 4/26/06

By: 
Wendy Lorimer

Date: _____

By: _____
Babu Rahman

Date: 4/26/06

By: 
Frank Ivan Morris

Date: _____

By: _____
John E. ScuraDate: 4/27/2006By: _____
John Boley

Date: _____

By: _____
David Chew

Date: _____

By: _____
Wendy Lorimer

Date: _____

By: _____
Babu Rahman

Date: _____

By: _____
Frank Ivan Morris

Date: _____

By: _____
John E. Scura

Date: _____

By: _____
John Beley

Date: _____

By: _____
David Chew

Date: _____

By: _____
Wendy Lorimer

Date: 6/10/06

By: 
Babu Rahman

Date: _____

By: _____
Frank Ivan Morris

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

ss.

On April 26, 2006 before me,

Mary J. England
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

John Edward Scura
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Assignment

Document Date:

April 26, 2006

Number of Pages:

two

Signer(s) Other Than Named Above:

John Beley, David Chew, Wendy Lorimer, Babu Rahman and Frank Ivan Morris
Capacity(ies) Claimed by Signer

Signer's Name:

John Edward Scura

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

self

RIGHT THUMBPRINT
OF SIGNER

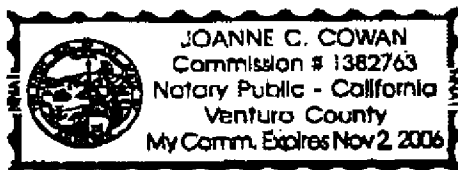
Top of thumb here

State of California

County of Ventura } ss.CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENTOn April 27, 2006, before me, Joanne C. Cowan,
Date Printed Name of Notary Publicpersonally appeared John Haley,
Printed Name of Signer(s)☐ personally known to me - or -☒ proved to me on the basis of satisfactory evidence:☒ Form(s) of identification CHL N3258623☐ credible witness(es) _____

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of PatentAssignmentcontaining 3 pages, and dated 4/27/06

The signer(s) capacity or authority is/are as:

☒ Individual(s)☐ Attorney-in-Fact☐ Corporate Officer(s) _____
Title(s)☐ Guardian/Conservator☐ Partner - Limited/General☐ Trustee(s)☐ Other: _____representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

☐ Additional Signer(s)☐ Signer(s) Thumbprint(s)☐ Other

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

SS.

On April 26, 2006

before me,

Mary J. England

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Wendy Louise Lorimer

Names of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Assignment

Document Date:

April 26, 2006

Number of Pages:

two (2)

Signer(s) Other Than Named Above:

John E. Scura, John Beley, David Chew, Babu Rahman and Frank Ivan Morris

Capacity(ies) Claimed by Signer

Signer's Name:

Wendy Louise Lorimer

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

self

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

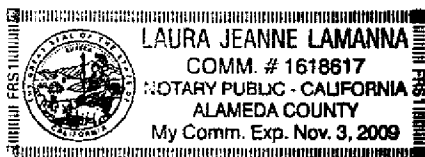
State of California

County of Alameda

On 06/10/2006 before me, Laura Jeanne Lamanna, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Babu Shabuktagin Rahman
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

SS.

On April 26, 2006 before me,

Mary J. England

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Frank Ivan Morris

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Assignment

Document Date:

April 26, 2006

Number of Pages:

two

Signer(s) Other Than Named Above:

John E. Scura, John Beley, David Chew, Wendy Forimer and Babu Rahman.

Capacity(ies) Claimed by Signer

Signer's Name:

Frank Ivan Morris

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing:

self

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s):	John E. Scura et al.	Docket:	STL7781.10
Serial No.:	11/688,405	Examiner:	
Filed:	March 20, 2007	Group Art Unit:	2627
Title:	Rotary Actuator Motor For Disk Drive		

Mail Stop: Assignment Recordation Services
 Director of the USPTO
 P.O. Box 1450
 Alexandria, VA 22313

PETITION UNDER 37 CFR 1.47(b) AVAILABLE JOINT INVENTORS FILING
 ASSIGNMENT ON BEHALF OF THEMSELVES AND ON BEHALF OF A JOINT
 INVENTOR WHO CANNOT BE FOUND AFTER DILIGENT EFFORT OR WHO
 REFUSES TO SIGN

Dear Sir:

This Petition is filed under 37 CFR § 1.47(b). Filed concurrently herewith is the inventor Assignment for the available joint inventors, John E. Scura, John Beley, Wendy Lorimer, Babu Rahman, and Frank Ivan Morris. The last known address of the non-signing inventor, Mr. David Chew, is as follows: 2538 Bentley Ridge Drive, San Jose, CA 95138. Authorization is granted herein to deduct the Petition fee in the amount of \$200.00 under Section 1.17(g) from Deposit Account No. 19-1038. Any additional fees due for this Petition may be charged to Deposit Account No. 19-1038.

In support of this Petition, attached hereto at Exhibit A is the *Maxtor Agreement Concerning Proprietary Information and Inventions* in which Page 2, Section 7 clearly indicates David Chew's agreement to assign this invention to Maxtor Corporation.

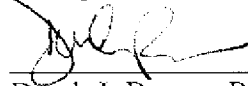
Also in support of this Petition, attached hereto at Exhibit B is the declaration of a person having personal knowledge of efforts made to contact the non-signing inventor. This petition is being filed in the alternative regarding either the inability to find the non-signing inventor or the non-signing inventor refusing to sign. As set forth in the attached

declaration, the non-signing inventor apparently at least had a working email address, but did not respond to either email or regular mail correspondence. Therefore, this Petition should be granted either on the basis that the inventor could not be found or the inventor refused to sign.

Accordingly, it is respectfully requested that this Petition be accepted, and the available joint inventors be permitted to file the Assignment on behalf of themselves and on behalf of the non-signing/missing joint inventor.

Respectfully submitted,

SEAGATE TECHNOLOGY LLC
(Assignee of Entire Interest)



Derek J. Berger, Reg. No. 45,401

Patent Attorney

SEAGATE TECHNOLOGY LLC

Intellectual Property Dept. COL2LGL

389 Disc Drive

Longmont, CO 80503

720-684-2265 (telephone)

720-684-2588 (facsimile)

February 1, 2008
Date

EXHIBIT
A

Maxtor

AGREEMENT CONCERNING PROPRIETARY INFORMATION AND INVENTIONS

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE THIS
AGREEMENT SETS FORTH ADDITIONAL TERMS AND CONDITIONS
OF YOUR EMPLOYMENT.

IN CONSIDERATION OF MY EMPLOYMENT BY MAXTOR CORPORATION (herein
referred to as "Maxtor"), I, David W. Chew, agree:
Name of Employee

1. Maxtor is engaged in numerous fields of business and activities, including research and development in various existing and projected fields of Maxtor's business, with the object of making discoveries and developing improvements, including patentable inventions and development and implementation of new products and services, and to extend Maxtor's business into new fields.

During my employment with Maxtor, I will have access to confidential or proprietary information concerning one or more of Maxtor's businesses or activities, including research and development work, new product, and other service design and development material, market plans, and other confidential or proprietary information originating in Maxtor or disclosed to Maxtor by others under an agreement to hold such information in confidence; and I may make discoveries, inventions, and improvements, which may or may not be patentable, or develop or improve products and services, or develop market plans, which relate to or are useful in the business or activities in which Maxtor is or may become engaged. Because of these circumstances, I agree to and understand the reasons for the terms and conditions set forth in the EMPLOYMENT AGREEMENT.

2. That during and after my employment with Maxtor, I agree not to utilize any such information as described above for my own or others benefit or to disclose any such information to which I may have access to anyone outside Maxtor, unless otherwise authorized in writing by Maxtor.

3. During the term of my employment with Maxtor and for a period of two (2) years thereafter, I will not solicit or encourage, or cause others to solicit or encourage, any employees of Maxtor to terminate their employment with Maxtor.

4. Upon leaving the employment of Maxtor, I may use any skill gained from employment with Maxtor which is of a general nature and is not an invention, discovery, or improvement developed within the course and scope of my employment or based on or utilize Maxtor confidential information of the kind described herein, or is confidential information of Maxtor or any third person to which I may have had access during my employment.

5. To disclose promptly in writing to Maxtor all inventions, improvements, and discoveries and other information of the kind described above made, conceived, or reduced to practice by me, either solely or jointly with others, during my employment with Maxtor, whether or not during regular working hours, which relate to any subject matter with which my work with Maxtor is or may be concerned, or which relate to the business or activities carried on by Maxtor and to any reasonable expansion of such business and activities.

6. That all inventions, improvements, and discoveries and other information of the kind described above, are and shall remain the property of Maxtor, whether or not patent applications are filed thereon. I also agree to assign to Maxtor any such inventions, improvements, and discoveries which Maxtor may deem to be patentable inventions, whether or not such inventions were reduced to practice during the period of my employment, and to execute all patent applications, assignments, and other documents, and to provide all reasonable assistance, as may be necessary or requested, to vest in Maxtor the entire right, title and interest in and to such inventions and in and to any patents obtainable therefor in the United States and foreign countries. Maxtor shall assume the entire expense of preparing, filing, and prosecuting such applications for patents.

7. To assign to Maxtor any inventions, improvements, or discoveries conceived by me after I leave the employ of Maxtor if same are based on or utilize Maxtor confidential information of the kind described above, which I obtained or had access to while in the employ of Maxtor, and to assist Maxtor in preparing, filing and prosecuting patents for such inventions in the manner described in 56 above.

8. That all writings, drawings, designs, or other creative renditions of works which are prepared or conceived by me, solely or jointly with others, in connection with Maxtor business or at Maxtor expense or in the course of my employment by Maxtor or that contain Maxtor proprietary business or technical information, including all copies of same, shall be disclosed to and be and become the property of Maxtor. All copyright, trademark and other proprietary rights that may exist or be available on any of such matters shall be and become the sole property of Maxtor and I agree, upon request whenever made and at the expense of Maxtor but without additional compensation, to execute all papers and documents to otherwise assist and cooperate with Maxtor to secure and protect Maxtor rights therein.

9. To refrain during the term of my employment with Maxtor from engaging in any business or activity that is either competitive with, or places me in a conflict with the full, faithful, and efficient discharge of my employment duties.

10. That upon termination of employment, whenever and for whatever reasons, I will surrender to Maxtor all information of the kind described above, in whatever form or medium, along with any copies of same.

11. This Agreement supersedes any and all prior agreements concerning protection, ownership, and use of inventions, discoveries, and improvements and other information of the kind described above between myself and Maxtor.

12. This Agreement shall be binding upon me, my heirs, and my legal representatives and is binding upon and shall inure to the benefit of Maxtor, its successors and assigns.

13. This Agreement shall be governed and construed according to the laws of the State of Colorado, without regard to its conflict of interest laws.

14. In the event of a breach of any of the provisions of this Agreement, Maxtor will suffer irreparable and permanent damages and injury for which monetary relief will not be adequate and, in addition to any and all rights, in law or in equity, that may be available to Maxtor, Maxtor shall be entitled to immediate injunctive relief without the need to post any bond or security in order to obtain same, and shall also be entitled to recover its reasonable attorney's fees in addition to any other damages.

15. NOTICE REGARDING ASSIGNMENTS. I AM HEREBY NOTIFIED THAT NO ASSIGNMENT TO MAXTOR IS REQUIRED FOR ANY INVENTION, DISCOVERIES, IMPROVEMENTS OR INFORMATION OF THE KIND DESCRIBED ABOVE, FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITY, OR CONFIDENTIAL OR PROPRIETARY INFORMATION OF MAXTOR WAS USED AND WHICH WAS DEVELOPED ENTIRELY ON MY OWN TIME UNLESS (1) THE INVENTION OR INFORMATION RELATES (a) DIRECTLY TO THE BUSINESS OF MAXTOR, OR (b) TO MAXTOR'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH AND DEVELOPMENT, OR (2) THE INVENTION INFORMATION RESULTS FROM ANY WORK PERFORMED BY ME FOR MAXTOR.

I AM FURTHER NOTIFIED THAT I SHALL NOT BE OBLIGATED TO ASSIGN TO MAXTOR ANY INVENTION, DISCOVERIES, IMPROVEMENTS OR INFORMATION OF THE KIND DESCRIBED ABOVE, WHICH RELATE TO OR WOULD BE USEFUL IN ANY BUSINESS OR ACTIVITY IN WHICH MAXTOR IS OR MAY BECOME ENGAGED WHICH WERE CONCEIVED, ACQUIRED OR REDUCED TO PRACTICE PRIOR TO MY EMPLOYMENT WITH MAXTOR PROVIDED THAT ALL SUCH INVENTIONS, PATENTED AND UNPATENTED, AND INFORMATION ARE LISTED AT THE INITIAL TIME OF MY EMPLOYMENT IN ATTACHMENT I. TO THIS AGREEMENT.

16. Lastly, I understand and agree that violation of this Agreement while I am employed by Maxtor may be considered as grounds for disciplinary or other legal action, up to and including termination of my employment.

THIS AGREEMENT DOES NOT BIND EITHER PARTY TO ANY SPECIFIC PERIOD OF EMPLOYMENT.

Dated this ^{6th MC}~~8th~~ day of August, 1996

David W. Chew

Employee's Signature

Jay Halli

Witness

Accepted and Agreed to:

Maxtor Corporation

By: Jay Halli

Title: General Manager

Date: 8-16-96

ATTACHMENT I

PLEASE LIST PRIOR INVENTIONS, BOTH PATENTED AND UNPATENTED AND ANY OTHER INFORMATION OF THE KIND DESCRIBED IN YOUR EMPLOYMENT AGREEMENT WHICH YOU WANT TO REMOVE FROM THE OPERATION OF YOUR EMPLOYMENT AGREEMENT OR INITIAL THAT STATEMENT BELOW:

1.

2.

3.

4.

5.

Attach more paper if necessary:

- ☐ I have no such prior inventions, patented or unpatented, or other information which I want excepted from the assignment and use commitments of my Employment Agreement.

EXHIBIT
B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re the CIP Application of:)	Group Art Unit: Not Yet As:
Scura et al.)	Confirmation No.: Not Yet Assigned
Serial No.: Not Yet Assigned)	Examiner: Not Yet Assigned
Filed: Herewith)	DECLARATION OF CORINA K.
Atty. File No.: 3123-713-1)	ASCHENBRENNER EXHIBIT A TO
)	PETITION UNDER 37 CFR 1.47(a)
For: Rotary Actuator Motor For Disk Drive)	E-Filed


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

I, Corina K. Aschenbrenner, hereby declare as follows:

1. I am employed by Sheridan Ross P.C. in Denver, CO. I am the legal assistant to Mr. Brent P. Johnson, Attorney.
2. I was advised by Mr. Johnson that we must obtain signatures of all of the named inventors for the inventor Declarations of the above-identified U.S. patent application.
3. I made numerous attempts to contact one of the joint inventors, Mr. David Chew, in order to obtain his signature on his inventor Declaration. However despite my attempts, this effort was unsuccessful. I was able to successfully contact the other joint inventors, and have been able to obtain their signatures on their inventor Declarations.
4. The following is a description of my efforts to contact the missing joint inventor, Mr. David Chew:
 - a. On June 8, 2006, I mailed, via US mail, a complete copy of the present CIP application, Declaration and Assignment to Mr. David Chew at his last known address of 2538 Bentley Ridge Drive, San Jose, CA 95138. This package was never returned to the offices of Sheridan Ross P.C.

- b. On June 21, 2006, I called the telephone number listed for David Chew at Maxtor Corp., (the employer and assignee at that time), and confirmed that that number had been reassigned to another Maxtor employee. I then performed an Internet and 411 search for an address and telephone number for David Chew in San Jose, California. The address of 2538 Bentley Ridge Drive, San Jose, California was confirmed via a 411 information operator as belonging to a "D. Chew". The telephone number for "D. Chew" was unlisted.
- c. On June 21, 2006, I mailed a complete copy of the present CIP patent application, Declaration and Assignment to Mr. Chew at 2538 Bentley Ridge Drive, San Jose, California 95138, via certified mail.
- d. On July 15, 2006, the certified mail sent on June 21, 2006 was returned to the office of Sheridan Ross P.C. as unclaimed. Attached hereto is a copy of the returned certified mail receipt showing this mailing as unclaimed.
- f. On July 27, 2006, I spoke with one joint inventor, Mr. John Scura, via telephone. Mr. Scura stated that he could obtain Mr. Chew's signature on the Declaration and Assignment. I re-sent copies of the Declaration and Assignment via email to Mr. Scura to obtain Mr. Chew's signature. I also obtained an email address from Mr. Scura for Mr. Chew; that email address is dave_chew@wdc.com. Mr. Scura to date has not returned to us any signed documents for Mr. Chew.
- g. I sent two emails to David Chew at dave_chew@wdc.com on August 25, 2006 and August 29, 2006. Neither email was returned due to non-delivery. However, Mr. Chew did not respond to the emails.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true.


Corina K. Aschenbrenner

3/19/07
Date



7006 0100 0005 0738 5251

U.S. POSTAGE

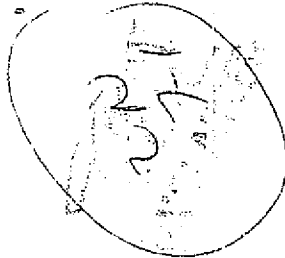


0635

METER 5860



First Class Mail



1ST
ND 7/6/06
RETURN 7/15/06

3 of 3

Chew 538

Mr. David Chew
2538 Bentley Ridge Drive
San Jose, CA 95139
CHW538 51382156 1705 08 06/27/06
NOTIFY SENDER OF NEW ADDRESS
CHEW
30672 MARBELLA VIS
SAN JUAN CAPISTRANO CA 92675-1720

SS
on
RS AT LAW
0202

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. David Chew
2538 Bentley Ridge Drive
San Jose, CA 95139

2. Article Number
(Transfer from service label)

3123-713-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes