

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Eric R. DUNN		08/29/2008
RECEIVING PARTY DATA		
Name:	Kabushiki Kaisha Toshiba	
Street Address:	1-1, Shibaura 1-chrome, Minato-Ku	
City:	Tokyo	
State/Country:	JAPAN	
Postal Code:	105-8001	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12201915	
CORRESPONDENCE DATA		
Fax Number:	(713)623-4846	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-623-4844	
Email:	jcardenas@pattersonsheridan.com	
Correspondent Name:	Patterson & Sheridan, LLP	
Address Line 1:	3040 Post Oak Blvd.	
Address Line 2:	Suite 1500	
Address Line 4:	Houston, TEXAS 77056-6582	
NAME OF SUBMITTER:	Frederick D. Kim	
Total Attachments: 2 source=TOSH_0013_EASS#page1.tif source=TOSH_0013_EASS#page2.tif		

OP \$40.00 12201915

500635242

PATENT
REEL: 021465 FRAME: 0455

Atty. Docket No. TOSH/0013

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	Eric R. DUNN 1206 Ruppell Place Cupertino, CA 95014
----	---

(hereinafter referred to as Assignors), have invented a certain invention entitled:

CHARACTERIZING FREQUENCY RESPONSE OF A MULTIRATE SYSTEM

for which an application for Letters Patent in the United States:

- ☒ is executed concurrently herewith.
☐ was executed on _____
☐ was filed on _____, under Serial No _____.

WHEREAS, Kabushiki Kaisha Toshiba, a Japanese corporation, having a business address at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001 JAPAN (hereinafter collectively referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, continuation or continuation-in-part of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing, continuation-in-part or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 8-29-08 (DATE) Eric R. Dunn
Eric R. DUNN