

09-15-2008

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

AUG 11 2008

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To the Director, U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Sun Microsystems, Inc.  
901 San Antonio Road  
Palo Alto, California 94303

Re 9-12-08

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 15, 2008

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: Connexus Corporation

Internal Address: \_\_\_\_\_

Street Address: 2141 Rosecrans Ave., Suite 2020

City: El Segundo

State: California

Country: United States Zip: 90245

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

A. Patent Application No.(s)  
US 6,487,538 B1

☐ This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Connexus Corporation c/o Christopher J. Pirrone

Internal Address: \_\_\_\_\_

Street Address: 2141 Rosecrans Ave., Suite 2020

City: El Segundo

State: California Zip: United States

Phone Number: (310) 647-1459

Fax Number: (800) 314-1510

Email Address: cpirrone@connexuscorp.com

6. Total number of applications and patents involved:

1 08/14/2008 NJAMA1 00000022 6487538  
01 FC:8821 -48.88 00

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 65.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 0000163996

Expiration Date

CHECK Refund Total: \$25.00  
08/14/2008 NJAMA1 00000022 6487538

b. Deposit Account Number

Authorized User Name

9. Signature:

*Christopher J. Pirrone*

Signature

Christopher J. Pirrone  
Name of Person Signing

8/5/08  
Date

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

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

## Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

# PATENT PURCHASE AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby mutually acknowledged, this PATENT PURCHASE AGREEMENT ("Agreement") is entered into by and between CONNEXUS CORPORATION ("Connexus") and SUN MICROSYSTEMS, Inc. ("Sun"), and is effective as of the Signature Date set forth below (the "Effective Date").

WHEREAS, Connexus is desirous of purchasing a certain Patent as defined in this Agreement;

WHEREAS, Sun is willing to sell the Patent to Connexus; and

WHEREAS, Connexus and Sun desire to enter into an agreement whereby Connexus will purchase the Patent from Sun under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for the mutual consideration set forth in this Agreement, the parties agree as follows:

## 1. Definitions

- 1.1. "Patent" means U.S. Patent 6,487,538 and any divisionals, continuations, continuations-in-parts, reissues, reexaminations or extensions thereof, as well as all corresponding foreign counterparts.
- 1.2. "Product Payment" means any monies used to purchase Sun Product
- 1.3. "Proof of Purchase" means any signed purchase orders which are intended to account for Product Payment, wherein said purchase orders for each applicable installment (as shown in the Schedule found in Section 2.2a of this Agreement) are executed on or before the corresponding Receipt Date for said applicable installment AND wherein said purchase orders specify a date prior to the Required Request for Delivery Date for the applicable installment.
- 1.4. "Receipt Date" means the date by which Sun must receive payment or Proof of Purchase from Connexus for each Installment.
- 1.5. "Sun Product" means any product or service offering of Sun Microsystems excluding training services and courses.

## 2. Consideration.

- 2.1. Sale of Patent. Subject to the terms of this Agreement, Sun agrees to sell, transfer and assign to Connexus all rights, title and interest Sun has in and to Patent. Sun shall

execute the assignment and transfer of Patent (Exhibit A) within 10 days following the Effective Date of this Agreement.

2.2. Payments. In exchange for the sale of the Patent, Connexus agrees to the following:

2.2.a. Connexus shall pay Sun a fee of \$800,000.00 USD ("Effective Payment") according to the installments provided in the Schedule below.

Schedule			
Installment	Effective Payment Amount (in \$USD)	Receipt Date	Purchase Order's Required Request for Delivery Date
Installment 1	\$200,000.00	The earlier of either: 1) The 30th day following the Effective Date OR 2) June 30, 2008	July 15, 2008
Installment 2	\$200,000.00	December 1, 2008	December 15, 2008
Installment 3	\$200,000.00	March 1, 2009	March 15, 2009
Installment 4	\$200,000.00	May 31, 2009	June 15, 2009

2.2.b. Subject to the obligations of 2.2.a, Connexus shall pay at least 2% (TWO PERCENT) of the Effective Payment by purchasing Sun Product totaling \$32,000, and Connexus may, at its sole discretion, choose to pay the remaining 98% (NINETY EIGHT PERCENT) of the Effective Payment by either purchasing Sun Product or paying the Effective Payment by wire transfer according to this Section 2.2 any such purchases of Sun Product shall be made subject to the following conditions:

2.2.b.i. Connexus agrees that any monies used to purchase Sun Product in lieu of Effective Payment owed to Sun under Section 2.2a shall be considered Product Payment and not Effective Payment

2.2.b.ii. Product Payment shall accrue against total Effective Payment owed to Sun as it is converted from Product Payment to Effective Payment according to the following formula: Product Payment = 50% of Effective Payment. Thus, by way of example, if Connexus chooses to pay all of Effective Payment owed to Sun by purchasing product from Sun, Connexus would be required to purchase \$1,600,000.00 USD in Sun Product in order to fulfill its obligation under Section 2.2a. Similarly, if Connexus chooses to fulfill a portion of its obligation under 2.2a by purchasing \$900,000.00 USD in Sun Product, this would be equivalent to \$450,000.00 USD in Effective Payment, and Connexus would still owe \$350,000.00 USD in Effective Payment to Sun.

2.2.b.iii. IF, for any Effective Payment installment pursuant to Section 2.2a, Connexus chooses to pay any portion of said installment via Product Payment, as provided for in Section 2.2.b.ii, THEN Connexus agrees:

- (1) To pay Sun any remaining Effective Payment owed to Sun for the installment period by the Receipt Date AND
- (2) To provide Sun with notice, as provided for in Section 7, by the Receipt Date of the Product Payment for said installment period, including a copy of Proof of Purchase(s) showing said Product Payment AND
- (3) That all purchases of Sun Product shall be directly from Sun, and not from a third party selling product on behalf of Sun.

2.2.c. Connexus may return any Sun Product purchased from Sun under Section 2.2.b provided that:

- 2.2.c.i. Patent remains valid and enforceable and all maintenance fees are current and paid to the United States Patent and Trademark Office AND
- 2.2.c.ii. Said return shall be compliant with the terms and conditions of the sales agreement(s) signed by Sun and Connexus for said purchased Sun Product, AND
- 2.2.c.iii. Connexus shall notify Sun, as provided for in Section 7 of this Agreement, ten (10) business days before returning said Sun Product, AND
- 2.2.c.iv. IF, as part of the said terms and conditions of the sales agreement, Sun owes to Connexus a refund for Sun Product purchased under Section 2.2b, THEN Connexus agrees, within 10 days of receiving said refund, to pay Sun the Effective Payment owed to Sun as a consequence of said refund. Said Effective Payment consequently owed to Sun shall be calculated according to the following equation:  $\text{Effective Payment owed to Sun} = 50\% \text{ of refund}$

2.2.d. Subject to Section 2.2.c of this Agreement, Connexus agrees that all monies paid to Sun under this Agreement shall be nonrefundable without exception.

2.2.e. All Effective Payments not accounted for by Product Payment that are owed to Sun as a result of this agreement shall be sent via wire transfer to the account provided below:

Sun Microsystems, Inc.

Acct. 1233556395

Bank of America, Concord, CA

ABA: 121000358

All Product Payments that are owed to Sun as a result of this agreement shall be paid to Sun such that they comply with the terms and conditions of the sales agreement(s) signed by Sun and Connexus for the purchase of Sun Product under this Agreement.

### 3. License Grant and Covenant

3.1 Connexus grants to Sun and its Affiliates an irrevocable, perpetual, paid-up, royalty-free, world-wide, non-exclusive license under the Patent to make, have made, use, sell, offer to sell, practice or import the inventions claimed by or described in the Patent, and to the extent those inventions are developed by Sun or its Affiliates as a Sun Product, and not at the request of a third party competitor of Connexus, to sub-license the foregoing license rights only in connection with the sale or license of the Sun Product. "Affiliate" means any entity more than 50% owned by Sun or under the management control of Sun or that owns more than 50% of Sun.

3.2 Connexus covenants not to sue or bring any claim or action in law or equity, including, without limitation, any action in any court or arbitration forum, whether by original process or demand, counterclaim, third-party process, impleader, claim for indemnity or contribution or otherwise against Sun or its Affiliates, or their directors, officers, or employees acting in their capacity as directors, officers, or employees of Sun or a Sun Affiliate, arising from alleged or actual infringement of the Patent. This section 3.2 shall only apply to the Patent and not to any other patents of Connexus.

### 4. Assurances. Connexus and Sun, each with respect to itself, represents and warrants that:

- 4.1. It is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation
- 4.2. Other than any notices that may appear in the prosecution histories of the Patent, it has not received notice of actions claiming invalidity of, or seeking to impose any liens or encumbrances on, the Patent;
- 4.3. This Agreement is duly authorized, executed, and delivered, and constitutes a legal, valid, and binding obligation of the party; and
- 4.4. Sun represents and warrants that it has (i) the right to grant and convey title and ownership of the Patent to Connexus, (ii) no knowledge that that the Patent is invalid, (iii) no knowledge that that a third party is violating the Patent, and (iv) all maintenance and associate fees are current and paid to the United States Patent and Trademark Office.

4.5. No approval, authorization, consent, clearance, order or other action of, or filing (other than notice) with, any person, firm or corporation, university or educational or research body, or any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, territory, county, city or other political subdivision, including, without limitation, the United States Patent and Trademark Office or foreign counterparts ("Governmental or Regulatory Authority") is required in connection with the execution and delivery by the party of this Agreement or the performance by the party of its obligations under this Agreement.

4.6. At the time of this Agreement Sun is not developing and has no plan to develop a Sun Product which infringes the technology as claimed in the Patent. If Sun does develop and sell or license a Sun Product which infringes the technology as claimed in the Patent, then it agrees to reduce the Effective Payment then still owed by Connexus (if any) by 50%, and refund any amounts already paid by Connexus in excess of 50% of the Effective Payment such that the total Effective Payment shall be reduced from Eight Hundred Thousand Dollars ( \$800,000.00) to Four Hundred Thousand Dollars (\$400,000.00).

5. DISCLAIMERS. EXCEPT FOR REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED. Connexus hereby agrees that the assignment of the Patent pursuant to this Agreement shall be made subject to all prior encumbrances, including any limitations on those encumbrances, between Sun and any third party relating to the Patent, including, but not limited to, any and all patent cross licenses. By way of example, Sun has a Covenant Not to Sue with Microsoft which, while it does not identify the Patent specifically, extends to all Sun patents and the Covenant attaches to the Patent upon transfer to Connexus. Similarly, while the Patent to be assigned herein is not specifically identified in other licenses to third parties, Sun had cross license agreements with Fujitsu and Intel which may grant those entities nonexclusive license by virtue of the Licensed Product and Licensed Patent definitions in those agreements. The parties understand that these third-parties do not have any rights to sub-license the Patent except to their customers in conjunction with the sale or license of their products to those customers.

6. Liability Limitation. In no event will either party be liable for any indirect, incidental, punitive, special, exemplary or consequential damages, including without limitation, any lost profits, lost sales, lost revenue, loss of goodwill, business interruption, or loss of programs or data. The foregoing limitations in this section will apply even if a party knew or should have known of the possibility of such liability, losses or damages, and regardless of whether the liability, loss, or damage arises in tort or contract, including, without limitation, negligence or breach of warranty, or otherwise.

7. Notices

7.1. All notices, requests, demands and other communications ("Notice") to be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been duly given on the day of receipt by receiving party. Said Notice may be delivered by hand, or sent by a nationally recognized overnight mail service. Notice may also be given by email wherein confirmation of the receipt of Notice is required of receiving party wherein said confirmation is given via email without the use of an automatic reply.

7.2. In the case of Sun Microsystems, all notice shall be sent to the following contact information:

Tim Schulte  
Director of Patent Portfolio Management  
Sun Microsystems, Intellectual Property Law Group  
500 Eldorado Blvd. MS UBRM 01-200  
Broomfield, CO 80021  
[Timothy.schulte@sun.com](mailto:Timothy.schulte@sun.com)  
(303) 272-8710

In the case of Connexus, all notices shall be sent to the following contact information;

Chris Pirrone  
Vice President and General Counsel  
Connexus Corporation  
2141 Rosecrans Avenue, Suite 2020  
El Segundo, CA 90245  
310.647.6000


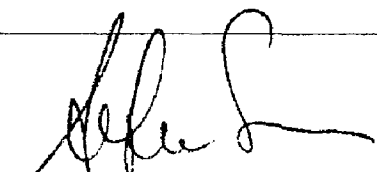
8. Breach of Agreement. If a material breach of any term of this Agreement occurs, either party may give Notice to the other of said breach, after which the breaching party shall have 30 days to remedy said breach. If such breach is not remedied it shall be considered in breach of this agreement. In the case of Connexus, a non-payment pursuant to Section 2.2 and failure to cure shall be considered a material breach and shall result in Sun having the right to have the reassignment and transfer of all rights, title and interests in Patent back to Sun. After said reassignment and transfer of patent rights to Sun is completed, this Agreement shall terminate and Connexus agrees it has no right to a refund of any payment made to Sun under Section 2 of this agreement.

9. Costs. Each party to this Agreement will be responsible for and will bear all of its own costs and expenses (including, without limitation, the expenses of its representatives) incurred at any time in connection with negotiation, due diligence, closing or performance of the transactions and obligations contemplated by this Agreements.

10. Section Headings. The section headings set forth in this Agreement are for convenience of reference only, and are not to affect the interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts and any party to this Agreement may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.
12. Governing Law/Jurisdiction. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of California without giving effect to the choice of law provisions of any jurisdiction. Any proceeding arising out of this Agreement must be exclusively brought in the appropriate courts in Santa Clara County, California, and the parties submit to the exclusive jurisdiction of those courts.
13. Severability. To the extent any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, it will be amended to achieve as nearly as possible the effect of its original form, and the application of such provision to such person or circumstance in any other jurisdiction, and the remaining provisions, will not be affected thereby, and to this end the provisions of this Agreement will be severable.
14. Mutual Drafting. This Agreement is the mutual product of arm's-length negotiations between the parties and their respective counsel, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the parties, and will not be construed more strictly against one party than against the other party by virtue of by whom or the manner in which it was drafted or negotiated.
15. Entire Agreement. This Agreement sets forth the entire understanding of the parties to this Agreement with respect to its subject matter. It will not be amended or modified except by a written instrument duly executed by each of the parties to this Agreement. All proposed amendments, modifications or variations are objected to and deemed material unless otherwise agreed to in a subsequent writing executed by the parties. Any and all previous agreements and understandings between or among the parties regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.
16. General. Each party agrees that it will not use any other party's name in any way for advertising or promotional purposes nor make any disclosure to any third party or public announcement regarding the existence of this Agreement or its contents without first obtaining the prior written consent of the other party. Neither party may use or register any trademarks, service marks, or trade names of the other party. Nothing in this Agreement shall be construed as conveying to Connexus, either expressly or by implication, any right under any patents or patent applications other than the Patent listed in Appendix A of this Agreement.

1. IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

Acknowledged and agreed to by		
Party:	Sun Microsystems, Inc.	Connexus Corporation
Incorporation:	Delaware	Delaware
Address:	10 Network Circle, Menlo Park, CA 94025	2141 Rosecrans Avenue, Suite 2020 El Segundo, CA 90245
Signature Date:	JUNE 24, 2008	
Title:	DIRECTOR	CEO
Name (print):	Timothy R. Schulte	
Signature:		

## EXHIBIT A

Sun Microsystems, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 10 Network Circle, Menlo Park, CA 94025 (herein referred to as "Assignor") owns the entire right, title and interest in the following Letters Patent(s) (or "said patent(s)").

Patent No.	Title
US 6,487,538	Method and apparatus for local advertising

WHEREAS, Connexus, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 2141 Rosecrans Avenue, Suite 2020, El Segundo, CA 90245 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said patent(s) as well as all corresponding foreign counterparts;

NOW, THEREFORE, for good and sufficient consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns Assignor's entire right, title, and interest in and to said patent(s), and any divisionals, continuations, continuations-in-parts, reissues, reexaminations, corresponding foreign counterparts or extensions thereof, to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which said Patent may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of said patent(s), and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND the Assignor hereby requests the Commissioner of Patent to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said patent(s) to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 6/24/08

By: T. R. Schulte

Name: Timothy R. Schulte

Title: DIRECTOR - PATENT PORTFOLIO

Company: Sun Microsystems, Inc.

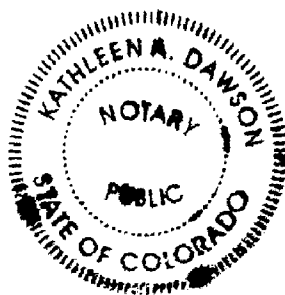
State of: Colorado

County of: Broomfield

The preceding Assignment was acknowledged before me this 24th day of June, 2008  
by Timothy R. Schulte

Kathleen A. Dawson  
Notary Public

My Commission expires 5/1/09



My Commission Expires: \_\_\_\_\_

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 21, 2008

PTAS



\*103520021A\*

CONNEXUS CORPORATION  
C/O CHRISTOPHER J. PIRONE  
2141 ROSECRANS AVE., SUITE 2020  
EL SEGUNDO, CALIFORNIA

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103520021

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE ASSIGNMENT DOCUMENTS ARE MISSING/GUIDELINES WE DO NOT NEED

MARY BENTON, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION