

08-24-2009

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



EET

103571635

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

1. Name of conveying party(ies)

Sudhanshu Misra

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

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

Execution Date(s) November 14, 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: NexPlanar Corporation

Internal Address: _____

Street Address: 7425 Evergreen Parkway

Suite 150

City: Hillsboro

State: Oregon

Country: USA Zip: 97124

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

4. Application or patent number(s):

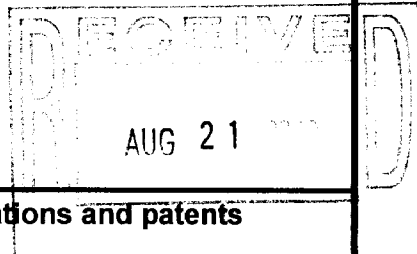
☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/456,546

Additional numbers attached? ☐ Yes ☒ No



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

Name: William A. Simons

Internal Address: _____

Street Address: 7425 Evergreen Parkway

Suite 150

City: Hillsboro

State: Oregon Zip 97124

Phone Number: 503-619-2328

Fax Number: 503-439-6408

Email Address: wsimons@nexplanar.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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

8. Payment Information

Deposit Account Number 00000000 12456546

Authorized User Name William A. Simons 48.00 OP

9. Signature:

William A. Simons

Signature

August 18, 2009

Date

William A. Simons

Name of Person Signing

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

4

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
REEL: 023132 FRAME: 0737

ASSIGNMENT SOLE

THIS ASSIGNMENT, by Sudhanshu MISRA (hereinafter referred to as the assignor), residing at 5228 Saint Annes Court, San Jose, California 95138 witnesseth:

WHEREAS, said assignor has invented certain new and useful inventions in APPARATUS, FORMULATIONS, AND METHODS FOR PLANARIZING SURFACES, set forth in a provisional application in the United States Patent and Trademark Office, bearing application number 61/132,606 and filed on June 20, 2008; and

WHEREAS, NexPlanar Corporation (hereinafter referred to as the assignee), a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 7425 Northwest Evergreen Parkway, Suite 150, Hillsboro, Oregon 97124 is desirous of acquiring the entire right, title and interest in and to said inventions and said provisional application and any application for Letters Patent claiming priority thereto, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, provisional patent application and application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all conversions, divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

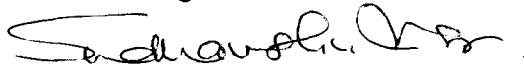
AND for the same consideration, said assignor does hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the provisional patent application above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor does hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, provisional patent application, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor does hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

November 14, 2008

Date



Sudhanshu MISRA