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12588060
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Attorney Docket No. IMT-2D CIP Div

Please record the attached original document or copy thereof.

1. A. Name of conveying party(ies):
Paul J. Rubel
B. Additional name(s) of conveying party(ies) attached?
 Yes No

2. A. Name and address of receiving party(ies):

INNOVATIVE MICRO TECHNOLOGY
75 ROBIN HILL ROAD
GOLETA, CA 93117

3. A. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
B. Execution Date: February 13, 2007

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

12588060

4. This document is being filed together with a new application.
A. Patent Application No.(s) _____ B. Patent No.(s) _____
Additional numbers attached? Yes No
C. Title of Application: HYSTERETIC MEMS TWO- DIMENSIONAL THERMAL DEVICE AND METHOD OF MANUFACTURE

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jaquelin K. Spong
Address: 2139 Dominion Way
Falls Church, VA 22043

6. Total number of applications and patents involved: 1
7. A. Total fee (37 CFR 3.41).....\$ 40.00
B. Enclosed (Check No. _____)
8. 10/09/2009 DRYNE 00000002 12588060
01 FC:0021 40. 08 GP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jaquelin K. Spong
Registration No. 52,241
Date: October 2, 2009

Total number of pages including cover sheet, attachments, and document: 3

PATENT
REEL: 023368 FRAME: 0267

Docket

ASSIGNMENT**PATENT**No.: IMT-2D CIP (For Execution Prior To Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Paul J. Rubel

hereby sell, assign, and transfer to Innovative Micro Technology, a corporation of Delaware having a principal place of business at
75 Robin Hill Road, Goleta, CA, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that has been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below and is entitled
HYSTERETIC MEMS TWO-DIMENSIONAL THERMAL DEVICE AND METHOD OF MANUFACTURE

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IMT-2D CIP

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Rev. 03/16/2001

PATENT**RECORDED: 10/02/2009****REEL: 023368 FRAME: 0268**