

REC



103587191

1. Name of conveying party(ies):

Nathan A. Mitchell

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

COMPAQ COMPUTER COROPORATION  
20555 State Highway 249  
Houston, TX 77070

01-27-10

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

Additional name(s) and address(es) attached?  Yes  No

3. Nature of Conveyance:

Assignment

Merger

Change of Name

Security Agreement

Joint

Other

Execution Date(s): 09/27/1989

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, execution date of the application is:

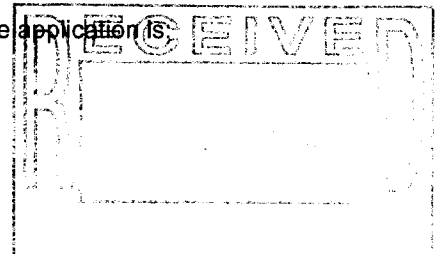
A. Patent Application No.(s)

Application No.:

Date Filed:

Confirmation No.:

B. Patent No.(s): 6253836



Additional numbers attached? NO

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

**Records Manager  
Intellectual Property Administration  
HEWLETT-PACKARD COMPANY  
3404 E. Harmony Road  
Mail Stop 35  
Fort Collins, Colorado 80528**

6. Total number of applications and patents involved: \_\_\_\_\_

7. Total Fee (37 CFR 3.41): ..... \$40.00

\_\_\_ Enclosed

Authorization to be charged to deposit account.

8. Deposit Account Number: 08-2025

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.*

Be Henry

Name of Person Signing

*Be Henry*  
Signature

01/22/2010 MJAMA1

01 FC:8021

40.00 DA  
January 19, 2010  
Date

00000001 082025

6253836

Total number of pages including coversheet, attachments, and documents: 19

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

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the application of: Nathan A. Mitchell

For: FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS  
FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS

Filed: Herewith

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON  
SIGNING ON BEHALF OF NONSIGNING INVENTOR**

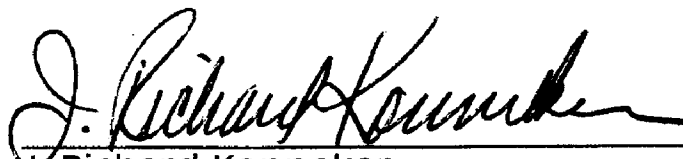
1. I, **J. Richard Konneker**, a registered patent attorney and a citizen of the United States residing at 7624 Twelve Oaks Circle, Plano, Texas 75025, am the person signing the declaration and power of attorney in the above-identified application on behalf of, and as agent for, the nonsigning sole inventor Nathan A. Mitchell, and make this statement as to the facts establishing my proprietary interest.

2. As of the date I signed the declaration and power of attorney for this application, the proprietary interest in this invention belonged to Compaq Computer Corporation, 20555 SH 249, Houston, Texas 77070, and I hereby state that I am authorized to sign this statement on behalf of Compaq Computer Corporation.

3. I establish the proprietary interest by attaching hereto a copy of the agreement whereby the nonsigning sole inventor, Nathan A. Mitchell, agreed to assign this invention to Compaq Computer Corporation.

4. I hereby state that I have first hand knowledge that the nonsigning inventor, Nathan A. Mitchell, was an employee of Compaq Computer Corporation at the time he made this invention.

Date: MAY 24, 1999

  
\_\_\_\_\_  
J. Richard Konneker

## EMPLOYMENT AGREEMENT

In consideration of my employment with Compaq Computer Corporation, a Delaware corporation, having its headquarters at Houston, Texas (hereinafter referred to as "THE COMPANY"), the compensation paid to me as an employee, and other good and valuable consideration the receipt of which is hereby acknowledged, I DAVID BUSH  
Mitchell agree as follows:

### I. INTELLECTUAL PROPERTY RIGHTS

- A. I hereby assign, transfer, and convey to THE COMPANY my entire rights, title, and interest in any and all INTELLECTUAL PROPERTY which I have made or conceived or may make or conceive, whether as a sole inventor or originator or as a joint inventor or originator with another or others, whether made within or out of the usual working hours or upon the premises of THE COMPANY or elsewhere, during my employment with THE COMPANY. I understand that INTELLECTUAL PROPERTY includes information of a technical and a business nature such as ideas, discoveries, inventions, improvements, trade secrets, know-how, machines, manufacturing processes, product designs, formulae, writings, and other works of authorship, theses, books, computer programs, lectures, illustrations, photographs, sales, profits, financial figures, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of THE COMPANY, affiliates or subsidiaries thereof, or relate to its actual or anticipated areas of research and development.
- B. Either during or subsequent to my employment, upon the request and at the expense of THE COMPANY or its nominee, and for no remuneration in addition to that due me pursuant to my employment by THE COMPANY, but at no expense to me, I agree to execute, acknowledge, make and deliver to THE COMPANY or its attorneys any and all instruments which in the judgment of THE COMPANY or its attorneys may be necessary or desirable to vest in or secure for or maintain for the benefit of THE COMPANY adequate patent and other property rights in the United States and all foreign countries with respect to any INTELLECTUAL PROPERTY embraced within this agreement, including (1) United States and foreign patents and copyright applications, (2) any other applications for securing, protecting or registering any property rights embraced within this agreement, and (3) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist THE COMPANY or its attorneys as required to draft said instruments, to obtain said rights, and to enforce said rights.
- C. I further agree in connection with paragraph A hereof to disclose promptly to THE COMPANY or its attorneys, any and all ideas, designs, inventions, improvements, discoveries, developments, when conceived or made, in whole or in part, by me and to make and maintain adequate and current records thereof.
- D. Any idea, designs, inventions, improvements, discoveries, and developments disclosed by me within one (1) year following termination of my employment shall be deemed to be owned by THE COMPANY under the terms of paragraph A and B hereof, unless proved to have been conceived after such termination.

## II. NON-DISCLOSURE OF CONFIDENTIAL MATTERS

- A. I agree not to make any unauthorized use, publication, or public disclosure, during or subsequent to my employment by **THE COMPANY**, of any **INTELLECTUAL PROPERTY** of a confidential or trade secret nature, generated or acquired by me during the course of my employment, except to the extent that the disclosure of such **INTELLECTUAL PROPERTY** information is necessary to fulfill my responsibilities as an employee of **THE COMPANY**. I understand that confidential matters and trade secrets include information not generally known by or available to the public about or belonging to **THE COMPANY**, or belonging to other companies to whom **THE COMPANY** may have an obligation to maintain information in confidence, and that authorization for public disclosure may only be obtained through **THE COMPANY'S** written consent.
- B. I further agree not to disclose to **THE COMPANY**, nor induce **THE COMPANY** to use, any confidential or trade secret information or material belonging to others.

## III. COMPETITIVE ACTIVITIES

As an independent covenant, I further agree to refrain during my employment by **THE COMPANY**, and in the event of the termination of my employment for any reason, for 1 year(s) thereafter, without written permission from **THE COMPANY**, from becoming interested in any way, in the business of manufacturing, designing, programming, servicing, repairing, selling, leasing or renting any products, articles, parts, supplies, accessories or services competitive with those sold and furnished by **THE COMPANY**, as an employee, consultant, partner, proprietor or in any other capacity, except as a shareholder owning less than five percent of the share of a corporation whose shares are traded on a stock exchange or in the over-the counter market by a member of the National Association of Securities Dealers.

## IV. TERMINATION

Upon the termination of my employment, I will promptly turn over to **THE COMPANY** all models, prototypes, notes, memorandums, notebooks, drawings, records, documents, and the like in my possession or under my control, whether prepared by me or others, relating to **INTELLECTUAL PROPERTY**, and any work done for **THE COMPANY** related thereto, it being acknowledged that all such items are the sole property of **THE COMPANY**.

## V. MISCELLANEOUS PROVISIONS

- A. Set forth below in this paragraph is a list of all inventions, discoveries, improvements and developments patented or unpatented, copyrighted or uncopyrighted, if any, which I made before entering **THE COMPANY'S** employ, and which are excluded from the operation of this agreement, and I agree that said list is complete. None

(Insert items applicable or "none" if there are none. If space is insufficient, attach a list labeled Exhibit A and insert "See Exhibit A" above.)

V. MISCELLANEOUS PROVISIONS, CONTINUED

- B. The law of the State of Texas shall govern this agreement.
- C. I agree that exclusive jurisdiction with respect to any legal proceeding regarding any subject matter contained in this agreement shall rest in the State of Texas.
- D. This agreement supersedes any agreement or understanding previously existing between me and THE COMPANY relating to the subject matters contained herein.
- E. I further agree that this agreement shall be binding upon me irrespective of the duration of my employment by THE COMPANY, the reasons for the cessation of my employment by THE COMPANY, or the amount of my wages and/or salary.
- F. This instrument is the whole agreement, and no modification or variation shall be deemed valid, unless provided for in a subsequent written agreement signed by THE COMPANY.
- G. This agreement shall be binding upon my heirs, executors, administrators, and legal representatives.
- H. Should any part or provision of this agreement be held to be unenforceable, the validity of the remaining parts or provisions shall not be affected by such holding.
- I. I represent and warrant to THE COMPANY that I am not now under any obligation to any person, firm or corporation, or have no other interest which is inconsistent or in conflict with this agreement, or which would prevent, limit, or impair in any way, the performance by me of any of the covenants hereunder or my duties in my employment by THE COMPANY.

ACCEPTED BY:

Barbara Weston  
(SIGNATURE)

[Handwritten Signature]  
(EMPLOYEE SIGNATURE)

Employment Admin  
(TITLE)

9/27/89  
(DATE)

12/28/89  
(DATE)

lv/3-16-89

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the application of: Nathan A. Mitchell

For: FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS  
FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS

Filed: Herewith

**STATEMENT OF FACTS IN SUPPORT OF FILING  
ON BEHALF OF NONSIGNING INVENTOR (37 CFR §1.47)**

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the U. S. Patent and Trademark Office.

Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the following person having first-hand knowledge of the facts recited therein.

**IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS**

Name: J. Richard Konneker

Address: 7624 Twelve Oaks Circle  
Plano, Texas 75025

**LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR**

Nathan A. Mitchell  
10 Ridgeline Court  
The Woodlands, Texas 77381

DETAILS OF REFUSAL OF NONSIGNING INVENTOR  
TO SIGN APPLICATION PAPERS

On March 12, 1999 I interviewed the inventor, Nathan A. Mitchell, at Compaq Computer Corporation, his place of employment, in Houston, Texas to discuss the details of an invention that he had previously made in the course of his employment by Compaq Computer Corporation. This invention, entitled "FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS", is the subject of the U.S. patent application with which this statement is associated. I subsequently prepared a utility patent application directed to this invention.

On April 6, 1999, as evidenced by EXHIBIT A attached hereto, I sent a draft of the completed patent application to Nathan A. Mitchell, for his review and comment, at his place of employment, Compaq Computer Corporation. On April 15, 1999 I learned that Nathan A. Mitchell had left the employ of Compaq Computer Corporation.

On April 15, 1999, as evidenced by EXHIBIT B attached hereto, I sent an additional draft of the completed patent application to Nathan A. Mitchell at his residence.

On April 17, 1999 I called Nathan A. Mitchell at his home to verify that he had received the application draft. He confirmed receipt of the application, but stated that he would not sign either a declaration or an assignment with respect to the application. The reason that he gave for this refusal to sign was that Compaq Computer Corporation had refused to pay him awards for previous patents of his that issued while he was a Compaq employee, and pay a filing award for this application when it was filed.

On May 12, 1999, after giving Nathan A. Mitchell time to reconsider his refusal to sign a declaration, I sent him a declaration for his signature as evidenced by EXHIBIT C attached hereto.

On May 14, 1999 I called Nathan A. Mitchell to confirm his receipt of the declaration. He refused to sign the now-received declaration and repeated as his reason for such refusal his belief that Compaq Computer Corporation owed him cash awards for previously issued patents and a cash award for this application when it was filed.

In summary, the inventor, Nathan A. Mitchell has been given an opportunity to execute the subject patent application, but has unequivocally refused to do so for the stated reasons.

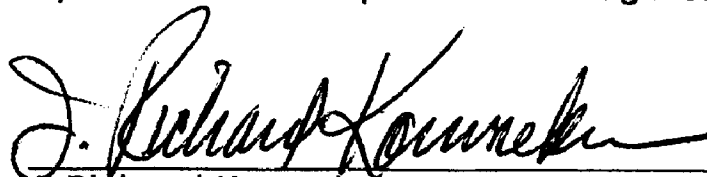
PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE  
OR PRESERVE THE RIGHTS OF THE PARTIES

For the following reasons, Compaq Computer Corporation will suffer irreparable damage if it is not permitted to file the subject patent application, pursuant to the provisions of 37 CFR §1.47(b), without the declaration signature of Nathan A. Mitchell, the sole inventor who has refused to signed the declaration.

First, Compaq Computer Corporation will be denied the opportunity to patent and thus protect the underlying technology of this patent application, even though Compaq Computer Corporation has paid for the development of such technology and is the equitable owner thereof. Despite Compaq Computer Corporation's clear ownership rights in this technology, and its demonstrable investment therein, without the opportunity to seek patent protection of such technology Compaq Computer Corporation will not even have potential recourse against competitors who blatantly copy this technology or those who independently develop similar technology at a later date. Because as a practical matter the patent system is the only available method of protecting this technology, Compaq's inability to file this application in the absence of the refusing inventor's signature would clearly constitute irreparable damage to Compaq Computer Corporation.

Second, Compaq Computer Corporation generates considerable revenue by licensing various ones of its issued U.S. patents. Compaq Computer Corporation's inability to file this patent application without the declaration signature of the refusing sole inventor, Nathan A. Mitchell, would clearly preclude the potential for future generation of patent royalty fees with respect to this invention that Compaq has paid for and has equitable ownership rights in. This lack of revenue generating opportunity also would clearly constitute irreparable damage to Compaq Computer Corporation.

Date: MAY 24, 1999

  
\_\_\_\_\_  
J. Richard Konneker



CERTIFICATE OF MAILING BY "EXPRESS MAIL": Express Mail Mailing Label No. EM404616346 US

Date of Deposit May 24, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Diane Sutton  
Type or Print Name  
Diane Sutton

EXHIBIT A

# KONNEKER & SMITH

A Professional Corporation

REGISTERED PATENT ATTORNEYS

660 N. Central Expwy., Suite 230  
Plano, Texas 75074

Tel: (972) 516-0030  
Fax: (972) 516-0608  
Email: kspc@earthlink.net

J. Richard Konneker  
Marlin R. Smith

April 6, 1999

**VIA AIRBORNE**

Mr. Nathan A. Mitchell  
Mailcode 120702  
Compaq Computer Corporation  
20555 SH 249  
Houston, Texas 77070

Re: U.S. Patent Application Entitled:  
"FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS  
FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS"  
Inventor: Nathan A. Mitchell  
Compaq Ref. No.: P98-2410 (PCPG/PPC) Firm Ref. No.: CMPQ-2410  
Assignee: Compaq Computer Corporation

Dear Nathan

Enclosed herewith is a draft copy of the above-identified patent application. I would appreciate it if you would carefully review the application to make certain that it fully and accurately describes this invention, and that the claims cover the desirable features thereof. Feel free to make any corrections or additions to the application, whether they be in the specification, claims or drawings. If changes are necessary I will modify the application in accordance with your instructions.

In order to meet Compaq's filing schedule, please provide me with your comments regarding the enclosed application draft on or before **APRIL 20, 1999**.

When the application is in satisfactory form, I will forward the appropriate filing documents for execution and return to me for filing with the application. Please feel free to call me if you have any questions or would like to discuss any aspect of this application.

Also, when you provide comments to me, please include a copy of any information that is "prior art" with respect to this invention. The Patent Office imposes upon each inventor and others involved with the application a duty to disclose information of which they are aware relating to the application. However, you are not required to perform a search for prior art. This duty requires that these individuals disclose all non-cumulative, material "prior art" of which they are actually aware.

**PATENT**  
**REEL: 023839 FRAME: 0527**

Prior art in general means technology publicly practiced or known prior to a patent application's filing date. While prior uses, sales or disclosures of the invention itself are prior art, other technology and uses can be relevant prior art if they show portions of the claimed subject matter. Therefore, please do not restrict yourself to considering prior art that discloses the claimed invention but also consider prior art disclosing related technology. If you have questions concerning prior art, please give me a call.

In considering what prior art to provide to us for disclosure to the Patent Office, please consider the following subject areas:

Patents: If you know of any relevant patents that were filed or issued before this application will be filed, we should disclose them. This includes U.S. and foreign patents, both Compaq's and others. We have no duty to perform a patent search, but we must disclose material information of which you are aware.

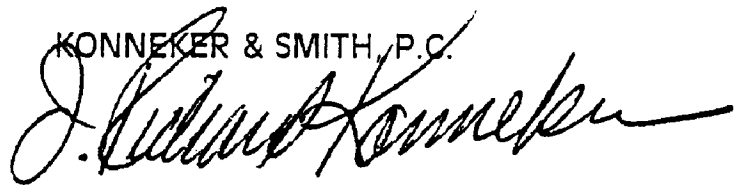
Public Uses and Sales: If you are aware of actual public uses or public or private offers for sale of technology, including early prototypes shown to potential customers, please disclose them to us. If you have brochures or other documents showing such use, please provide them. Otherwise, please inform us of the particular use.

Publications: Printed publications such as technical journals or magazines, existing before the filing date of this application should also be disclosed. Please provide copies of any such publications, along with, if possible, a copy of their title pages and copyright pages.

I look forward to receiving your comments regarding the enclosed patent application draft, and any prior art information of which you are aware.

Very truly yours,

KONNEKER & SMITH, P.C.

A handwritten signature in black ink, appearing to read "J. Richard Konneker", written over the printed name below.

J. Richard Konneker

Enclosure

cc: Diane Strong (w/enclosure)

001 (9/98)M-06 USE THE INTERNATIONAL AIRWAYBILL FOR SHIPMENTS TO PUERTO RICO

**1 FROM (Company)**  
**KONNEKER & SMITH**  
 Street Address  
 STE 230  
 660 N CENTRAL EXPWY  
 City State ZIP CODE (Required)  
 PLANO TX 75074  
 Sent by (Name/Dept) Phone Number  
 Rick Konneker 972-516-0030

Preprint Format No. 59097760 PNO  
 Origin Airbill Number 1781007185

**2 TO (Company)**  
**COMPAQ COMPUTER CORP**  
 Street Address  
 20555 STATE HWY 249  
 City State ZIP CODE (Required)  
 HOUSTON TX 77070  
 Attention: (Name/Dept) Phone Number (Important)  
 DIANE STRONG 281-514-8113

**4 Method of Payment** *Assumed sender unless otherwise noted*  
 Bill Sender ▶ 136791700 *Airborne Sender account no.*  
 Bill Receiver ▶ 4977262 *Airborne Receiver account no.*  
 Bill 3rd Party ▶ *Airborne Customer account no.*  
 Paid In Advance *Check No. Amount \$*

**5 Service Type**  
 One box must be checked with an "X".  
 Assumed Express Service unless otherwise noted.  
 Next Afternoon Shipments over 5 lbs. will be charged at the Express rate. Next Afternoon delivery to Bold Red destinations only.  
 **Express** (Letter - 150 lbs)  
 **Next Afternoon** (Letter - 5 lbs)  
 **Second Day** (Letter - 150 lbs)

Description  
 Legal Documents

**Billing Reference** *will appear on invoice*  
 498-2410  
**6 # of Pkgs** 1  
**7 Weight(LBS)** 1  
**8 One box must be checked**  
 Letter Express  Express Pack  Other Packaging   
 SUBJECT TO CORRECTION

**Special Instructions**  
 Saturday Delivery Extra Charge Express Only *Not available to all locations*  
 Lab Pack  
 Hold at Airborne

ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$100 PER PACKAGE, OR ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE AIRBILL. SCAC-AIRB FED I.D. NO. 91-0837469

**3 THANK YOU FOR SHIPPING WITH AIRBORNE EXPRESS**  
 Sender's Signature ▶ Charity Sair Date 4.6.99  
 Airborne Signature Route No. Date Time

Declared Value Full Insurance Shipment Valuation  
 or  \$ 0.00  
 Received At  Drop Box #  Airborne Terminal



www.airborne.com

SENDER'S COPY

1-800-247-2676

PO BOX 862, SEATTLE, WA 98111-0662

**KONNEKER & SMITH**

A Professional Corporation

**REGISTERED PATENT ATTORNEYS**

660 N. Central Expwy., Suite 230  
Plano, Texas 75074

Tel: (972) 516-0030  
Fax: (972) 516-0608  
Email: [kspc@earthlink.net](mailto:kspc@earthlink.net)

J. Richard Konneker  
Marlin R. Smith

April 15, 1999

**VIA AIRBORNE**

Mr. Nathan A. Mitchell  
10 Ridgeline Court  
The Woodlands, TX 77381

Re: U.S. Patent Application Entitled:  
"FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS  
FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS"  
Inventor: Nathan A. Mitchell  
Compaq Ref. No.: P98-2410 (PCPG/PPC) Firm Ref. No.: CMPQ-2410  
Assignee: Compaq Computer Corporation

Dear Nathan

Enclosed herewith is a draft copy of the above-identified patent application. I would appreciate it if you would carefully review the application to make certain that it fully and accurately describes this invention, and that the claims cover the desirable features thereof. Feel free to make any corrections or additions to the application, whether they be in the specification, claims or drawings. If changes are necessary I will modify the application in accordance with your instructions.

In order to meet Compaq's filing schedule, please provide me with your comments regarding the enclosed application draft on or before **APRIL 20, 1999**.

When the application is in satisfactory form, I will forward the appropriate filing documents for execution and return to me for filing with the application. Please feel free to call me if you have any questions or would like to discuss any aspect of this application.

Also, when you provide comments to me, please include a copy of any information that is "prior art" with respect to this invention. The Patent Office imposes upon each inventor and others involved with the application a duty to disclose information of which they are aware relating to the application. However, you are not required to perform a search for prior art. This duty requires that these individuals disclose all non-cumulative, material "prior art" of which they are actually aware.

Prior art in general means technology publicly practiced or known prior to a patent application's filing date. While prior uses, sales or disclosures of the invention itself are prior art, other technology and uses can be relevant prior art if they show portions of the claimed subject matter. Therefore, please do not restrict yourself to considering prior art that discloses the claimed invention but also consider prior art disclosing related technology. If you have questions concerning prior art, please give me a call.

In considering what prior art to provide to us for disclosure to the Patent Office, please consider the following subject areas:

Patents: If you know of any relevant patents that were filed or issued before this application will be filed, we should disclose them. This includes U.S. and foreign patents, both Compaq's and others. We have no duty to perform a patent search, but we must disclose material information of which you are aware.

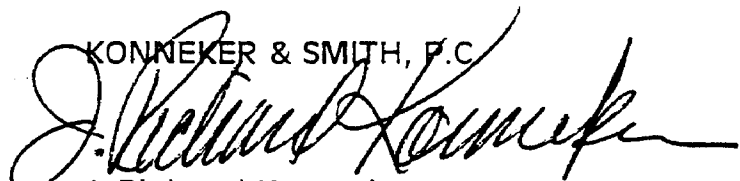
Public Uses and Sales: If you are aware of actual public uses or public or private offers for sale of technology, including early prototypes shown to potential customers, please disclose them to us. If you have brochures or other documents showing such use, please provide them. Otherwise, please inform us of the particular use.

Publications: Printed publications such as technical journals or magazines, existing before the filing date of this application should also be disclosed. Please provide copies of any such publications, along with, if possible, a copy of their title pages and copyright pages.

I look forward to receiving your comments regarding the enclosed patent application draft, and any prior art information of which you are aware.

Very truly yours,

KONNEKER & SMITH, P.C.



J. Richard Konneker

Enclosure

cc: Diane Strong (w/o enclosure)

USE THE INTERNATIONAL AIRWAY BILL FOR SHIPMENTS TO PUERTO RICO

**FROM (Company)**  
**KONNEKER & SMITH**

**Street Address**  
 STE 230  
 660 N CENTRAL EXPWY

**City** **State** **ZIP CODE (Required)**  
 PLANO TX 75074

**Sent by (Name/Dept)** **Phone Number**  
 J. Konneker 972-516-0030

**Preprint Format No.** **Origin** **Airbill Number**  
 59469951 PNO 1817507786

**TO (Company)**  
 Nathan A. Mitchell

**Street Address**  
 10 Ridgeline Court  
 The Woodlands TX 77381

**City** **State** **ZIP CODE (Required)**  
 TX 77381

**Attention: (Name/Dept)** **Phone Number (Important)**  
 281-367-3966

**4 Method of Payment** *Assumed sender unless otherwise noted*

**Bill Sender** **136791700**  
*Airborne Sender account no.*

**Bill Receiver**  
*Airborne Receiver account no.*

**Bill 3rd Party**  
*Airborne Customer account no.*

**Paid in Advance** *Check No.* **Amount** \$

**5 Service Type**

**Express**  
 (Letter - 150 lbs)

**Next Afternoon**  
 (Letter - 5 lbs)

**Second Day**  
 (Letter - 150 lbs)

One box must be checked with an "X". Assumed Express Service unless otherwise noted.

Next Afternoon Shipments over 5 lbs. will be charged at the Express rate. Next Afternoon delivery to Bold Red destinations only.

**Description**  
 Signal Discs

**Billing Reference** *will appear on invoice*  
 CMPO-240

**6 # of Pkgs** **7 Weight (LBS)** **8 One box must be checked**

Letter Express  Express Pack  Other Packaging

SUBJECT TO CONNECTION

**Special Instructions**

**Saturday Delivery**  **Hold at Airborne**  
 Extra Charge Express Only Not available to all locations

**Lab Pack**

ABSSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$100 PER PACKAGE, OR ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE AIRBILL. SCAC-AIRB FED I.D. NO. 91-0837489

**3 THANK YOU FOR SHIPPING WITH AIRBORNE EXPRESS**

**Sender's Signature** **Date**  
 [Signature] 4/15/99

**Airborne Signature** **Route No.** **Date** **Time**

**Declared Value** **Full Insurance** **Shipment Valuation**

or  \$ 0 .00

**Received At**  **Airborne Terminal**

**Drop Box #**



www.airborne.com

SENDER'S COPY

1-800-247-2676

*EXHIBIT C*

**KONNEKER & SMITH**

A Professional Corporation  
**REGISTERED PATENT ATTORNEYS**

660 N. Central Expwy., Suite 230  
Plano, Texas 75074

Tel: (972) 516-0030  
Fax: (972) 516-0608  
Email: [kspc@earthlink.net](mailto:kspc@earthlink.net)

**J. Richard Konneker**  
**Marlin R. Smith**

May 12, 1999

**VIA AIRBORNE**

Mr. Nathan A. Mitchell  
10 Ridgeline Court  
The Woodlands, Texas 77381

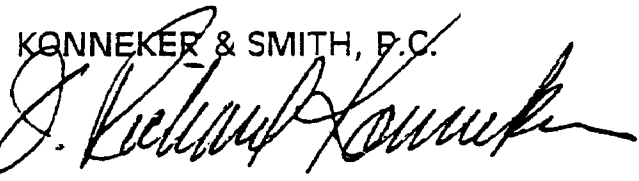
Re: U.S. Patent Application Entitled:  
"FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS  
FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS"  
Inventor: Nathan A. Mitchell  
Compaq Ref. No.: P98-2410  
Ouf File: CMPQ-2410

Dear Nathan:

Enclosed herewith in conjunction with the above-identified patent application (a copy of which you acknowledged receipt of in our April 17, 1999 telephone conversation) is a Declaration.

If the application is in satisfactory form, please sign and date the Declaration where indicated and return it to me at your earliest convenience.

Very truly yours,

KONNEKER & SMITH, P.C.  


J. Richard Konneker

Enclosure



DECLARATION

SOLE INVENTOR  
ORIGINAL

As a below named inventor, I hereby declare that: my residence, post office address, and citizenship are as stated below next to my name. I believe I am the original, first, and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS as described in the specification  attached or  of patent Application Serial No. \_\_\_\_\_ filed \_\_\_\_\_ and amended on \_\_\_\_\_.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above; that I do not know and do not believe the same was ever known or used in the United States of America before my or our invention thereof, or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to this application; that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representative or assigns more than twelve months prior to this application; and that I acknowledge the duty to disclose information of which I am aware which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations § 1.56(a). Such information is material when it is not cumulative to information already of record or being made of record in the application, and

- (1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) it refutes, or is inconsistent with, a position the applicant has taken or may take in:
  - (i) opposing an argument of unpatentability relied on by the Patent Office, or
  - (ii) asserting an argument of patentability.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificates listed below and have also identified below any foreign application(s) having a filing date before that of the application(s) on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE OF FILING	PRIORITY CLAIMED UNDER 35 USC 119
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

I hereby claim the benefit under Title 35 United States Code § 120 of any United States application(s) listed below and, insofar as any subject matter of any claim of this application is not disclosed in the prior United States Application, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations § 1.56(a) which occurred between the filing date of the prior application and the national PCT international filing date of this application:

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FULL NAME OF SOLE OR FIRST INVENTOR Nathan A. Mitchell		INVENTOR'S SIGNATURE	DATE
RESIDENCE 10 Ridgeline Court, The Woodlands, Texas 77381		CITIZENSHIP U.S.A.	
POST OFFICE ADDRESS Same As Residence			
FULL NAME OF SECOND JOINT INVENTOR		INVENTOR'S SIGNATURE	DATE
RESIDENCE		CITIZENSHIP	
POST OFFICE ADDRESS			
FULL NAME OF THIRD INVENTOR		INVENTOR'S SIGNATURE	DATE
RESIDENCE		CITIZENSHIP	
POST OFFICE ADDRESS			

001 (9:58)M-06 USE THE INTERNATIONAL AIRWAYBILL FOR SHIPMENTS TO PUERTO RICO

**1 FROM (Company)**  
**KONNEKER & SMITH**  
 Street Address  
**SFE 230**  
**660 N CENTRAL EXPWY**  
 City State ZIP CODE (Required)  
**PLANO TX 75074**  
 Sent by (Name/Dept) Phone Number  
**J. Richard Konneker 972-516-0030**

Preprint Format No. Origin Airbill Number  
**59469951 PNO 1817515980**  
**4 Method of Payment** *Assumed sender unless otherwise noted*  
 Bill Sender **136791700**  
*Airborne Sender account no.*  
 Bill Receiver *Airborne Receiver account no.*  
 Bill 3rd Party *Airborne Customer account no.*  
 Paid in Advance *Check No. Amount \$*

**5 Service Type**  
 One box must be checked with an "X". Assumed Express Service unless otherwise noted.  
 **Express** (Letter - 150 lbs)  
 **Next Afternoon** (Letter - 5 lbs)  
 **Second Day** (Letter - 150 lbs)  
 Next Afternoon Shipments over 5 lbs. will be charged at the Express rate. Next Afternoon delivery to Bold Red destinations only.  
 ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$100 PER PACKAGE, OR ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE AIRBILL. SCAC-AIRB FED I.D. NO. 91-0837489

**2 TO (Company)**  
**Mr. Nathan A. Mitchell**  
 Street Address  
**10 RidgeLine Court**  
 City State ZIP CODE (Required)  
**The Woodlands, Texas 77381**  
 Attention: (Name/Dept) Phone Number (Important)  
**281.367.3966**  
 Description  
**Legal Documents**

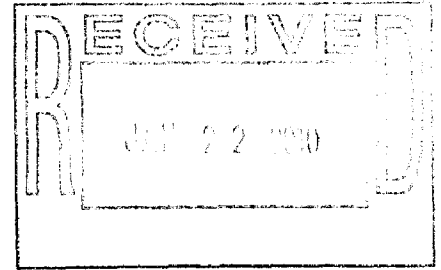
Billing Reference *will appear on invoice*  
**CMRQ-2410**  
**6 # of Pkgs** **7 Weight(LBS)** **8 One box must be checked**  
**1 1**  
 Letter Express Express Pack Other Packaging  
     
 SUBJECT TO CONNECTION  
**Special Instructions**  
 Saturday Delivery  Hold at Airborne  
 Extra Charge Express Only   
 Lab Pack

**3 THANK YOU FOR SHIPPING WITH AIRBORNE EXPRESS**  
 Sender's Signature **Charity Jay** Date **5.12.99**  
 Airborne Signature Route No. Date Time  
 Received At  Airborne Terminal  
 Drop Box #

Declared Value Full Insurance Shipment Valuation  
 or  \$ **0.00**  
 Drop Box #  Airborne Terminal



Hewlett-Packard Company  
 Legal Dept.  
 11455 Compaq Center Drive West  
 Mail Stop 060701  
 Houston, Texas 77070  
 USA  
 www.hp.com



Be Henry  
 Patent Paralegal

January 19, 2010

281.518.8984 Tel  
 281.514.8332 Fax-Direct  
 970.812.0443 Fax-Corporate

Mail Stop Assignment Recordation Services  
 Director of the U.S. Patent and Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

[Be.henry@hp.com](mailto:Be.henry@hp.com)

Patent No. 6253836 Granted July 3, 2001  
 App. No. 09/317332 Filed May 24, 1999  
 Applicant: Nathan A. Mitchell  
 HP Ref: 200304300-1  
 Title: FLEXIBLE HEAT PIPE STRUCTURE AND ASSOCIATED METHODS  
 FOR DISSIPATING HEAT IN ELECTRONIC APPARATUS

Dear Ladies and Gentlemen:


Hewlett-Packard Development Company, L.P. is the assignee of the above-referenced U.S. Patent 6253836 which was granted on July 3, 2001.

The Applicant, Nathan A. Mitchell, did not execute an assignment, thus his attorney, J. Richard Konneker, filed with the application, a "Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor" and supporting documents.

In order to perfect the chain of title for Patent 6253836, we are requesting that the enclosed documents be recorded, and that the Assignment (Reel/Frame: 012471/0218) and Assignment (Reel/Frame 015000/0305) be associated with this recordation.

Please issue a new Notice of Recordation of Assignment Document. If you need anything further, please do not hesitate to contact me.

Sincerely,

  
 Be Henry  
 Encls.