

05-07-2010



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To the Director of the U.S. Patent a

103596615

documents or the new address(es) below.

1. Name of conveying party(ies)

NOVX CORPORATION  
830 JURY COURT  
SAN JOSE, CALIFORNIA 95112

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

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

Execution Date(s) DECEMBER 1, 2007

- ☒ 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: ION SYSTEMS, INC.

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

Street Address: 1750 NORTH LOOP ROAD, SUITE 100

City: ALAMEDA

State: CALIFORNIA

Country: USA Zip: 94502

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

4. Application or patent number(s):

A. Patent Application No(s)

This document is being filed together with a new application.

B. Patent No.(s)

5,719,502  
6,310,557

Additional numbers attached? ☐ Yes ☒ No

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

Name: KENNETH L. MILIK

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

Street Address: 2 TECH DRIVE, SUITE 201

City: ANDOVER

State: MASSACHUSETTS Zip: 01810

Phone Number: 978.645.5573

Fax Number: 978.557.5100

Email Address: KEN\_MILIK@MKSINST.COM

6. Total number of applications and patents involved: TWO

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

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

8. Payment Information

Deposit Account Number \_\_\_\_\_

05/06/2010 LMUELLER 00000000 5719502  
Authorized User Name  
01 FC:0021

80.00 0P

9. Signature:

Kenneth L. Milik  
Signature

MAY 5, 2010

Date

KENNETH L. MILIK REG.NO. 30,963

Name of Person Signing

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

8

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

**ASSIGNMENT**

WHEREAS, NOVX CORPORATION, (hereinafter "ASSIGNOR"), a corporation organized and existing under the laws of the state of California and having a usual place of business at 830 Jury Street, San Jose, California 95112, owns and has legal title to one or more inventions described in an application (or provisional application) for Letters Patent of the United States identified in attached **Schedule A**; and

WHEREAS, ION SYSTEMS, INC., (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the state of California and having a usual place of business at 1750 North Loop Road, Suite 100, Alameda, California 94502, desires to acquire an interest therein, in accordance with agreements duly entered into with ASSIGNOR;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR HAS sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR'S entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with ASSIGNOR'S entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest ASSIGNOR may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNOR hereby conveys all of ASSIGNOR'S rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. ASSIGNOR hereby acknowledges that this assignment, being of ASSIGNOR'S entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of ASSIGNOR'S entire right, title and interest therein;

AND, ASSIGNOR hereby further agrees for ASSIGNOR and ASSIGNOR'S executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and

charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

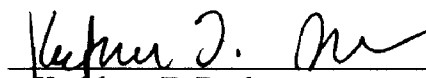
AND, ASSIGNOR hereby further agrees to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, ASSIGNOR hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of ASSIGNOR'S execution of this assignment;

AND, ASSIGNOR hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

***IN TESTIMONY WHEREOF***, ASSIGNOR has caused this instrument to be duly executed and hereunto hands have been set out and a seal affixed on the date set forth below.

Assignor's Authorized Agent:

A handwritten signature in black ink, appearing to read 'Kathleen F. Burke', is written over a horizontal line.

Kathleen F. Burke

Secretary, NOVX Corporation

December 1, 2007