

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Tim A. VON KAENEL	08/08/2003
David Neil DYRNAES	08/14/2003
C. Suresh KUMAR	08/14/2003
Jared Paul WAYMAN	08/21/2003
Jonathan David GOODWIN	08/14/2003
Craig Evan TRIVELPIECE	08/14/2003
Joseph MIHALICH	08/14/2003
Anthony Page JENKINS	08/14/2003
Mark Andrew STIER	08/14/2003
Anne Janetta OBEE	08/14/2003

**RECEIVING PARTY DATA**

<b>Name:</b>	Questerra Corporation
<b>Street Address:</b>	95 Enterprise
<b>Internal Address:</b>	Suite 320
<b>City:</b>	Aliso Viejo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92656

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13178452

**CORRESPONDENCE DATA**

Fax Number: (310)556-7984  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-556-7983  
 Email: gbell@ipmatters.com  
 Correspondent Name: Konrad Raynes & Victor LLP

**CH \$40.00 13178452**

Address Line 1: 315 S. Beverly Dr.  
Address Line 2: Suite 210  
Address Line 4: Beverly Hills, CALIFORNIA 90212

ATTORNEY DOCKET NUMBER: 94.05D4

NAME OF SUBMITTER: Geoffrey Bell

Total Attachments: 24  
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02/02/2005  
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Form PTO-1595  
0065.0003

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION FORM COVER LETTER  
**PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):      Execution Date

Tim A. Von Kaenel                      8 Aug 2003  
David Neil Dymacs                      14 Aug 2003  
C. Suresh Kumar                        14 Aug 2003  
Jared P. Wayman                        21 Aug 2003  
Jonathan David Goodwin               14 Aug 2003  
Craig Evan Trivelpiece                14 Aug 2003  
Joseph Mihalic                         14 Aug 2003  
Anthony Page Jenkins                 14 Aug 2003  
Mark Andrew Stier                     14 Aug 2003  
Anne Jenetta Obes                      14 Aug 2003

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

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

Questerra Corporation  
95 Enterprise, Suite #320  
Atascadero, California 92656

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

3. Nature of conveyance:

Assignment                       Merger

Other Intellectual Property Agreement executed by Richard H. Odum, Jr. on 8 May 1998

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

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

A. Patent Application No.(s): 10/388,666, filed March 14, 2003      B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Janaki K. Davda  
KONRAD RAYNES & VICTOR, LLP  
315 S. Beverly Drive, Suite 210  
Beverly Hills, CA 90212

Return facsimile number: 310-556-7984

Telephone number: 310-556-7983

6. Total number of applications and patents involved: [ 1 ]

7. Total fee (37 CFR 3.41) ..... \$ 40

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 50-0585  
(Attach duplicate of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

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

Janaki K. Davda  
Name of Person Signing

Janaki K. Davda  
Signature

February 2, 2005  
Date

Total number of pages including cover sheet, attachments and executed assignment: [ 24 ]

OMB No. 0651-0011 (exp. 4/94)

**CERTIFICATE UNDER 37 CFR 1.8:**

I hereby certify that this correspondence is being transmitted by facsimile to Assignment Recordation Services of the U.S. Patent and Trademark Office at 703-306-5995, or being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box Alexandria, VA 22313-1450 on February 2, 2005.

Alexandra Y. Calvan  
Alexandra Y. Calvan

2/2/05  
Date



Case No. Q-02-1  
Serial No. 10/388,666

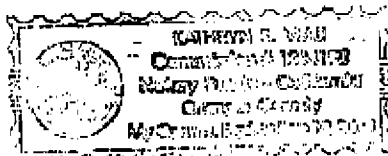
DATE: 8/14/03 DR Neil B  
David Neil Dymacs

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss:

BEFORE ME, a Notary Public in and for said State, personally appeared David Neil Dymacs to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this 14<sup>th</sup> day of August 2003.

SEAL



[Signature]  
Notary Public  
My Commission expires: 9-10-03

Case No. Q-02-1  
Serial No. 10/388,666

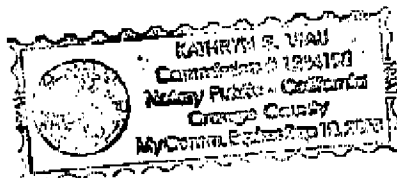
DATE: 8/14/2003 C. Suresh Kumar  
C. Suresh Kumar

STATE OF California )  
COUNTY OF Orange ) ss:

BEFORE ME, a Notary Public in and for said State, personally appeared C. Suresh Kumar to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this 14<sup>th</sup> day of August 2003.

SEAL



[Signature]  
Notary Public  
My Commission expires: 9-10-03











Case No. Q-02-1  
Serial No. 10/388,666

DATE: 8-14-03

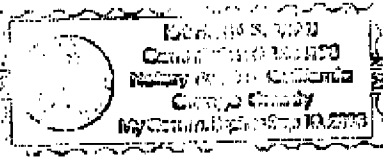
Anthony Page Jenkins  
Anthony Page Jenkins

STATE OF California )  
COUNTY OF Orange ) ss:

BEFORE ME, a Notary Public in and for said State, personally appeared Anthony Page Jenkins to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this 14<sup>th</sup> day of August 2003.

SEAL



Anthony Page Jenkins  
Notary Public  
My Commission expires: 9-10-03

Case No. Q-02-1  
Serial No. 10/388,666

DATE: \_\_\_\_\_  
Richard Hoyt Odom, Jr.

STATE OF \_\_\_\_\_ )  
                                      ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said State, personally appeared Richard Hoyt Odom, Jr. to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Case No. Q-02-1  
Serial No. 10/388,666

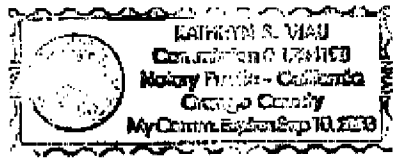
DATE: Aug 14, 2003 [Signature]  
Mark Andrew Stier

STATE OF California )  
 ) ss:  
COUNTY OF Orange )

BEFORE ME, a Notary Public in and for said State, personally appeared Mark Andrew Stier to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this 14<sup>th</sup> day of August 2003.

SEAL



[Signature]  
Notary Public  
My Commission expires: 9-10-03









Case No. Q-02-1  
Serial No. 10/388,666

DATE: \_\_\_\_\_  
  C. Suresh Kumar

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said State, personally appeared C. Suresh Kumar  
to me proven to be the person described in and who executed the foregoing instrument, and he duly  
acknowledges it to be his act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



Case No. Q-02-1  
Serial No. 10/388,666

DATE: \_\_\_\_\_  
Jonathan David Goodwin

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said State, personally appeared Jonathan David Goodwin to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_





Case No. Q-02-1  
Serial No. 10/388,666

DATE: \_\_\_\_\_  
Anthony Page Jenkins

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

BEFORE ME, a Notary Public in and for said State, personally appeared Anthony Page Jenkins to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Case No. Q-02-1  
Serial No. 10/388,666

DATE: \_\_\_\_\_  
Richard Hoyt Odom, Jr.

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said State, personally appeared Richard Hoyt Odom, Jr. to me proven to be the person described in and who executed the foregoing instrument, and he duly acknowledges it to be his act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Case No. Q-02-1  
Serial No. 10/388,666

DATE: \_\_\_\_\_  
Mark Andrew Stier

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said State, personally appeared Mark Andrew Stier  
to me proven to be the person described in and who executed the foregoing instrument, and he duly  
acknowledges it to be his act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_





# Westvaco

## Intellectual Property Agreement

Richard H. Odum Jr.  
Summerville, SC

Tech Dept. - FRIS  
8 May 98

As the above-named and undesignated employee, I agree that in consideration of my employment or contractual employment, as the case may be, this Agreement between Westvaco Corporation, or any of its direct or indirect subsidiaries or divisions (both collectively for the purposes of this Agreement being hereinafter referred to as "Westvaco"), and me is voluntarily entered into and represents all previous Agreements, if any, between Westvaco and me relating to the intellectual property and confidential affairs of Westvaco.

In being to and shall remain in the employ of Westvaco, I shall devote my time and ability to the service of Westvaco in such capacity as it shall from time to time direct, and I shall perform my duties faithfully and diligently.

**Inventions and Patents**  
I agree that all inventions (including new inventions, improvements, ideas, designs, or developments, whether patentable or not), any process or patent application based thereon, and other patentable developments conceived or made by me solely or jointly with others during the period of my employment by Westvaco shall belong to Westvaco, provided such inventions or discoveries are made in the course of my employment or may be used in connection with the business of the character conducted or contemplated by Westvaco, and I agree that I

- (1) will promptly disclose the invention and other patentable developments to Westvaco;
- (2) will assign to Westvaco, at its request and without additional compensation, all my rights, title, and interest in the invention or the United States and all foreign countries to include application for patent therefor as well as in any divisions, continuations, amendments-in-part, renewals, process applications of addition whether being or subsequent to my employment;
- (3) shall do my best to create, conceive and deliver such inventions as may be directed by Westvaco necessary or proper to carry out my duties, title, and interest in and to said inventions, discoveries, improvements and patents to Westvaco and to secure or maintain such applications, patents, renewals, continuations and/or related claims;
- (4) will give assistance (but without expense to me) in support of my inventions and patentability;
- (5) agree that any inventions and discoveries conceived by Westvaco's business made by me within one year after termination shall be deemed to be within this provision, unless I can prove that the same were conceived and made after leaving the employ of Westvaco.

**Company May Rights In Certain Cases**  
I agree that Westvaco shall be entitled to use any invention or other patentable development (whether patentable or not) conceived or made by me which relates within the scope of the above definition of the term, but which was conceived or made on Westvaco's time or with the use of Westvaco's facilities or materials or with the use of Westvaco's proprietary information.

Jessica Williams  
**WITNESSES**

On the back of this form list any unusual business conditions or trade prior to employment and provide a brief description.

**NOTE: IF ANY INVENTED INVENTIONS ARE LISTED, THE FORM MUST BE REVIEWED WITH A PATENT ATTORNEY IN THE LAW DEPARTMENT.**

**Reserved Inventions**  
On the back of this form is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by Westvaco, and which I wish to exclude from this agreement.

**Trade Secrets and Proprietary Information**  
In view of the fact that my work as an employee of Westvaco will bring me into close contact with trade secrets and other proprietary information of Westvaco, including information of a patented nature, such as "know-how," formulas, secret processes or methods, inventions, and unpatented products, and information of a business nature, such as information about sales, profits, markets, price lists of customers, plans for future development, and any other information of a confidential or secret nature available to the public, I agree to keep secret and to use in confidence or to assist any third party to use or to disseminate any confidential information of Westvaco, including information received in confidence by Westvaco from others, after leaving or after my employment with Westvaco, except upon the written consent of Westvaco. In addition, I agree to report any confidential information or any of their nature and proprietary information of which I become aware, if it is determined that such trade secrets and proprietary information of Westvaco have been misused or disclosed or divulged in any manner to any other Westvaco employee. I further agree that I shall not take with me any confidential data or proprietary information, and I shall promptly in Westvaco on termination of my employment with Westvaco, or any time thereafter as may be required, all documents, notes, records, reports, manuals, drawings, blueprints, and any other documents, including any notes in independently retained notes, of proprietary or confidential nature, belonging to Westvaco, including all copies of such materials, which I may then possess or have in my custody.

**Copyright**  
Material otherwise prepared in its writing, original works of authorship fixed in any tangible form, and prepared by me solely or jointly with others within the scope of my employment with Westvaco, shall be deemed a "work made for hire" under the copyright laws and shall be owned by Westvaco. I understand that my assignment or release of such works can only be made by Westvaco. I hereby assign to Westvaco, without charge, all my rights, title, and interest in and to such original works of authorship.

**Enforceability of Any Confidentiality Agreement**  
To the best of my knowledge, there is no other contract to which I am bound, written or oral, which purports to restrict my ability to disclose or disseminate confidential information of Westvaco, and I have no intention to do so.

This Agreement shall have the benefit of Westvaco, its successors, assigns or licensees.

Richard H. Odum Jr.  
Home Address: 202 Market St  
Summerville, SC  
29485

W. No. 200

Return the top copy to your Human Resources Representative who will file it in your personnel file. Return the bottom copy to your sales manager.

\*\* TOTAL PAGE.02 \*\*