

10-18-2001



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TRADEMARKS ONLY

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U.S. Department of Commerce
Patent and Trademark Office

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

<p>1. Name and address of conveying party(ies):</p> <p>Name: <u>Mitsubishi Electric & Electronics USA, Inc.</u> Address: <u>5665 Plaza Drive</u> <u>Cypress, CA 90630</u></p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation, State of <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="text-align: center; font-size: 2em;"><i>10/09/01</i></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>TeraRecon, Inc.</u> Address: <u>2955 Campus Drive, Suite 325</u> <u>San Mateo, CA 94403</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation, State of <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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3. Nature of Conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
	<input checked="" type="checkbox"/> Other: <u>Asset Purchase Agreement</u>

Execution Date: December 29, 2000

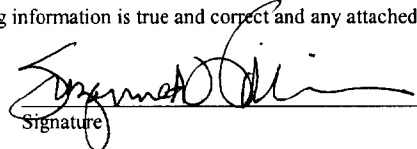
<p>4. Application Number(s) or Registration Number(s): 2,488,473</p> <p>A. Trademark Application Number(s).</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration Number(s):</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: <u>Suzanne A. Williams</u></p> <p>Address: <u>McCutchen, Doyle, Brown & Enersen, LLP</u> <u>Three Embarcadero Center</u> <u>San Francisco, California 94111</u></p>	<p>6. Total applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 C.F.R. § 3.41)(\$40.00 per mark for the first mark and \$25.00 for each additional mark recorded on the same document):</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account. <input type="checkbox"/> The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 13-0257.</p> <p>8. Deposit Account Number: _____</p>
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10/17/2001 11:00 AM MUELLER 00000118 2488473
01 FC:481 40.00 DP

DO NOT USE THIS SPACE

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.

Suzanne A. Williams  October 9 2001.
Name Signature Date

Total number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to: Washington, D.C. 20231
Commissioner of Patents and Trademarks
Box Assignments

ASSETS PURCHASE AGREEMENT

This Assets Purchase Agreement (the "*Agreement*") is dated as of December 29, 2000 among TeraRecon Inc., a Delaware corporation (the "*Buyer*"), Mitsubishi Electric Corporation ("*MELCO*"), Mitsubishi Electric & Electronics USA, Inc. ("*MEUS*") and Mitsubishi Electric Research Laboratories, Inc. ("*MERL*"). MELCO, MEUS and MERL are collectively referred to in this Agreement as the "*Selling Parties*."

RECITALS

A. The Buyer desires to purchase from the Selling Parties, and the Selling Parties desire to sell to the Buyer, substantially all of the assets used or held for use in the RTViz Business, including but not limited to those items currently offered for sale under the RTViz brand name. Capitalized terms used in this Agreement are defined in Section 10.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purchase and Sale of Assets.

1.1 **Purchased Assets.** Subject to the terms and conditions set forth in this Agreement, the Selling Parties agree to sell, convey, transfer, assign and deliver to the Buyer and the Buyer agrees to purchase or accept from the Selling Parties, all of the Purchased Assets. As used in this Agreement, "*Purchased Assets*" shall mean all of the following:

(a) **Listed Equipment.** The items of Equipment listed in *Exhibit A*.

(b) **Supplier Contracts.** All rights, claims and interests of MEUS and MERL in the contracts with suppliers of products offered for sale in connection with or by the RTViz Business listed on *Exhibit B-1*, together with all rights, privileges and credits under such contracts and subject to collections and other performance received by or made by MEUS and MERL prior to the Closing (collectively, the "*Supplier Contracts*").

(c) **Other Contracts.** All claims and rights of MEUS and MERL under all Contracts listed on *Exhibit B-2*, but not collections and other performance received by MEUS and MERL prior to the Closing.

(d) **Inventory and Supplies.** All ownership and other rights of any kind of MEUS and MERL in all Inventory and supplies of any kind relating to the RTViz Business, whether located on the premises of MEUS or MERL, customers' premises, in transit or elsewhere.

(e) **Promotional Rights.** All trademarks, service marks, copyrights and trade names (including, without limitation, the names RTViz, Real Time Visualization and VolumePro) and any applications therefor or registrations thereof and any license or other rights to use the same, all marketing or promotional designs, all brochures, all advertisements, all concepts, all literature, all rights against any individual, partnership, corporation, trust, unincorporated organization or a Governmental Agency with respect to any of the foregoing and all other promotional items used or developed or to which the Selling Parties have a license or other rights to use (whether or not exclusively) by the Selling Parties as of the Closing, and any license or other rights to use any of the foregoing (collectively, the "*Promotional Rights*"); provided, however, that this Agreement shall not grant to Buyer any rights to the trade name "Mitsubishi" or to the three diamond logo.

(f) **Intellectual Property.** All intellectual property and all rights therein, whether common law, statutory or otherwise, domestic and foreign, and all registrations and registration applications for any such rights relating to the RTViz Business, including, without limitation:

(i) United States Letters Patent, any patents, reissues, divisions, continuations, continuations-in-party, reexaminations, renewals, extensions and substitutes thereof, any applications thereof, and all foreign counterparts thereof (including, in the case of patent applications, international or multinational applications filed in accordance with Chapter II of the Patent Cooperation Treaty or any other multilateral agreement);

(ii) service marks, trademarks, trade names, brands, product and service names, logos and other distinctive identifications used in commerce, whether in connection with products or services, together with all goodwill related to any of the foregoing (provided, however, that this Agreement shall not grant to Buyer any rights to the trade name "Mitsubishi" or to the three diamond logo);

(iii) copyrights;

(iv) Technology and the copyright in any fixations of any Technology; and

(v) Proprietary Information and the copyright in any fixations of the Proprietary Information (collectively, the "*Intellectual Property Rights*").

(g) **Books and Records.** All papers and records (whether in written or other form) of any kind presently in or hereafter coming into the care, custody or control of MEUS and MERL relating to any of the Purchased Assets or the RTViz Business, including but not limited to, purchase and sales records, personnel records, environmental control records, accounting and financial records, maintenance records, operating and management manuals, computer systems and software documentation, blank forms, plans and designs of buildings, structures, fixtures and equipment. Notwithstanding the foregoing sentence, MEUS and MERL shall not sell and transfer any personnel records in violation of privacy rights unless such rights are waived by the individuals concerned.

(h) **Permits.** All permits, licenses, franchises, consents, authorizations, registrations, filings, special authorizations and other similar acts with any Governmental Agency and held by MEUS or MERL as of the Closing related to the RTViz Business which may lawfully be assigned or transferred.

2.8 Lease Agreements. Except as set forth on *Schedule 2.8*, none of the Selling Parties leases any personal property relating to the RTViz Business from, nor leases any personal property to, any Person.

2.9 Condition, Etc. of Properties.

(a) **Condition.** All of the Purchased Assets are sold to the Buyer on an “*as-is*” basis.

(b) **Location.** Except as set forth on *Schedule 2.9* all the tangible Purchased Assets are located at MEUS’ facilities in Concord, Massachusetts; Houston, Texas; and Sunnyvale, California.

2.10 Title to Purchased Assets. Except as set forth on *Schedule 2.10*, each of the Selling Parties has good and marketable title to all the Purchased Assets, in each case free and clear of any Lien.

2.11 Compliance with Law.

(a) **No Violations.** None of the Selling Parties is in violation of and none of the Selling Parties has in the past violated any applicable federal, state, local or foreign statute, law, order, judgment, decree, requirement or regulation (including, without limitation, those relating to the environment, employee health and safety, consumer protection, labor relations, employment discrimination, zoning or buildings) applicable to each of the Selling Parties’ RTViz business. None of the Selling Parties has received (i) notice, claim or assertion, formal or informal, oral or written, of any such violation from any Person and (ii) request from any Governmental Agency that such Selling Party modify or terminate such Selling Party’s Business.

(b) **Inspections.** *Schedule 2.11* of the Disclosure Schedule accurately describes (i) all inspections of the business, operations or Properties of each of the Selling Parties by any Governmental Agency, (ii) all matters which were noted by such Governmental Agency as requiring correction or as requested or recommended modifications or terminations of the operations of each of the Selling Parties or modifications or dispositions of any of its Properties or acquisitions of new Property, and (iii) the present status of each such noted matter.

(c) **Permits, Etc.** All permits, licenses and other governmental authorizations and approvals necessary for the conduct of each of the RTViz Business as presently conducted have been duly obtained and are in full force and effect, and there are no proceedings pending or threatened which may result in the revocation, cancellation or suspension, or any Materially Adverse modification, of any thereof. A true and complete list of all permits, licenses and other governmental authorizations or approvals held by each of the Selling Parties is included in *Schedule 2.11* of the Disclosure Schedule, and each of the Selling Parties has provided the Buyer a true and correct copy of each of such documents.

2.12 Promotional and Intellectual Property Rights.

(a) **General.** *Schedule 2.12* of the Disclosure Schedule sets forth a complete and accurate list and brief description of all material Promotional Rights and Intellectual Property Rights used by each of the Selling Parties, all of which are owned by the applicable Selling Parties and are duly registered or filed and are valid and in full force and effect.

EXHIBIT G

DISCLOSURE STATEMENT

Schedule 2.4 Approvals. There are no consents, permits or approvals required from any Governmental Agency or other Person to execute and deliver the Agreement.

Schedule 2.8 Personal Property Lease Agreements.

LEASE	Division	Expires
Sun Lease SL2350-02	MERL	6/30/01
Sun Lease SL2350-03	MERL	7/31/01
Agilent 14563A	MERL	4/15/01
Ricoh-copier/fax	MEUS	12/31/00
T-1 Line	MEUS	7/31/01
Pitney Bowes mailing machine	MERL	8/4/02
IOS Capital copier/fax	MERL	12/18/04

Schedule 2.9 Location. There are no locations other than Sunnyvale, CA, Concord, MA and Houston, TX.

Schedule 2.10 Title to Purchased Assets; no liens. No disclosure is made.

Schedule 2.11 (b). Inspections. There have been no inspections of the business, operations or Properties of the Selling Parties by any Governmental Agency.

Schedule 2.11 (c). Permits, Etc. Selling Parties do not hold any permits, licenses and other governmental authorizations and approvals necessary for the conduct of the RTViz Business.

Schedule 2.12. Promotional and Intellectual Property Rights

(a) General. Issued Patent and Patent Applications

No.	Patent Title	Application			Patent No.
		USA	Japan	Other Countries	
MERL-1138	Real-time PC Based Volume Rendering System	Aug-97	Aug-98	EP	6,008,813
MERL-1138B	Volume Rendering Pipelines	Aug-97	Jul-00	EP	
MERL-1138C	A Method for Rendering Sections of a Volume Data Set	Aug-97	Jul-00	EP	
MERL-1138D	A Method for Rendering Miniblocks of a Volume Data Set	Aug-97	Jul-00	EP	
VGO-100	Volume Rendering Integrated Circuit	May-99	May-00	EP	
VGO-101	Parallel Volume Rendering System with a Resampling Module for Parallel and Perspective Projection	Apr-98	Oct-98	EP	
VGO-105	Method and Apparatus for Illuminating Volume Data in a Rendering Pipeline	May-99	May-00	EP	
VGO-109	Fast Storage and Retrieval of Intermediate Values in a Real-Time Volume Rendering System	Nov-98	Oct-99		

VGO-111	Voxel and Sample Pruning in a Parallel Pipelined Volume Rendering System	Oct-99	Sep-00	EP		
VGO-113	Method and Apparatus for Volume Rendering with Multiple Depth Buffers	Dec-98	Oct-99	EP		
VGO-115	Two-Level Mini-Block Storage System for Volume Data Sets	Nov-98	Oct-99	EP		
VGO-116	Incrementally Calculated Cut-Plane Region for Viewing a Portion of a Volume Data Set in Real-Time	Nov-98	Oct-99	EP		Allowed
VGO-117	Pipelined Cropping for Manipulating Volume Data Sets in Real-Time	Nov-98	Oct-99	EP		
VGO-118	Super-Sampling and Gradient Estimation in a Ray-Casting Volume Rendering System	Nov-98	Oct-99	EP		
VGO-119	Three-Dimensional Cursor for a Real-Time Volume Rendering System	Nov-98	Oct-99	EP		Allowed
VGO-120	Method and Apparatus for Mapping Samples in a Rendering Pipeline	Jul-99	Jul-00	EP		
VGO-122	Early Ray Termination in a Parallel Pipelined Volume Rendering System	Oct-99	Pending			
VGO-123	Space Leaping in a Parallel Pipelined Volume Rendering System	Oct-99	Sep-00	EP		
VGO-124	Volume Rendering Graphics Board	May-99	May-00			
VGO-125	Volume Rendering Pipeline	May-99	May-00			
VGO-128	A Memory Storing Voxel Data Interfaced to Rendering Pipeline	May-99	May-00	EP		
VGO-129	State Machine for Controlling Voxel Memory	May-99	May-00	EP		
VGO-130	Method and Apparatus for Translating and Interfacing Voxel Memory Addresses	May-99	May-00	EP		
VGO-131	Rendering a Partitioned Volume Data Set	May-99	May-00	EP		
VGO-132	Method and Apparatus for Modulating Lighting with Gradient Magnitude of Volume Data in a Rendering Pipeline	May-99	May-00	EP		
VGO-133	Method and Apparatus for Approximating a Function	May-99	May-00	EP		
VGO-134	Method for Modulating Volume Samples with Gradient Magnitude Vectors and Step Functions	May-99	May-00	EP		
VGO-135	Method for Modulating Volume Samples Using Gradient Magnitude and Complex Functions over a Range of Values	May-99	May-00	EP		
VGO-136	Method and Apparatus for Mapping Reflectance While Illuminating Volume Data in a Rendering Pipeline	May-99	May-00	EP		
VGO-137	Method and Apparatus for Applying Modulated Lighting to Volume Data in a Rendering Pipeline	May-99	May-00	EP		
VGO-138	Method and Apparatus for Classifying Intensity Values of Volume Data using a Reconfigurable Look-up Table	May-99	May-00	EP		
VGO-139	Ray Aligned Sections in a Parallel Pipelined Volume Rendering System	Oct-99	Sep-00	EP		
VGO-140	Configurable Volume Rendering Pipeline	Jul-99	Pending			

VGO-142	Method and Apparatus for Classifying Samples in a Rendering Pipeline	Jul-99	Jul-00	EP		
VGO-143	Method and Apparatus for Generating a Histogram of a Volume Data Set	Jul-99	Jul-00	EP		
VGO-144	Multi-pass Volume Rendering Pipeline	Jul-99	Jul-00	EP		
VGO-146	Method and Apparatus for Correcting Opacity Values in a Rendering Pipeline+E92	Oct-00				
VGO-147	Controller for a Parallel Pipelined Volume Rendering System	Oct-99	Sep-00	EP		
VGO-148	Volume Rendering in XY-Image Order	Oct-00				
VGO-148A	Methods for Correcting Gradients of Irregular Spaced Graphics Data	Nov-00				
VGO-149	Controller for Rendering Pipelines	Oct-99				
VGO-150	Synchronized Command Queues for a Rendering Pipeline	Oct-00				
VGO-151	Rendering Memory in a Volume Rendering System	Oct-00				

The following is a list of trademark applications filed with the PTO:

RTVIZ, Serial Number 76/171060, filed November 24, 2000
 REAL TIME VISUALIZATION
 VOLUMEPRO

There are no registered copyrights or other promotional rights.

(c) **Restrictive Agreements.** There are no restrictive agreements relating to the use or sale of any special device, item, customer list, secret process or the like or limiting the business to any territory, pricing policy or customers, etc.

(d) **Disputes; Infringement.** No property listed on Schedule 2.12 above is the subject of litigation or other adversary proceedings or of any notice or claim of any kind received by any of the Selling Parties except for the matters relating to the Rambus and SUNY claims as more fully disclosed during due diligence.

Schedules 2.13 Customers and Sales; Return Policies. The following is a complete and accurate list, by name and amounts, of all customers of the RTViz business from April 1, 2000 to October 31, 2000 and the products purchased by each such customer:

See attached Excel file.

Schedule 2.14 Suppliers, Trade Creditors. The following is a complete and accurate list of (i) all suppliers and other persons from whom each of the Selling Parties purchased goods or services for the RTViz Business at any time from April 1, 2000 through October 31, 2000 and (ii) current unit cost information for the products sold by the RTViz Business as of October 31, 2000.

Supplier List from April 1, 2000-October 31, 2000

Abby Executive Suites, Inc.	Ikon Office Solutions
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