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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form TPO-1594

(03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Photobit Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: November 21, 2001

2. Name and address of receiving party(ies)

Name: Micron Technology, Inc.

Internal

Address: P.O. Box 6

Street Address: 8000 S. Federal Way

City: Boise State: ID Zip: 83707

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

2,017,979
2,240,944
B. Trademark Registration No.(s)
2,022,174
2,456,155
2,240,943
2,395,322

Additional number(s) attached Yes No

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

Name: Steve Arnold

Internal Address: P.O. Box 6

Mail Stop 507

Street Address: 8000 S. Federal Way

City: Boise State: ID Zip: 83707

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-3092

(Attach duplicate copy 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 information is true and correct and any attached copy is a true copy of the original document.

Steve Arnold
Name of Person Signing

Signature

5-1-02
Date

Total number of pages including cover sheet, attachments, and document: 10

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

05/13/2002 6TON11 00000220 133092 2022174

01 FC:481 40.00 CH
02 FC:482 150.00 CH

TRADEMARK
REEL: 2504 FRAME: 0424

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks"), dated as of November 21, 2001, is entered into by and among Micron Technology, Inc., a Delaware corporation ("Buyer") and Photobit Corporation, a Delaware corporation ("Parent") and Photobit Technology Corporation, a Delaware corporation and wholly-owned subsidiary of Parent ("Subsidiary;" Parent and Subsidiary are sometimes referred to herein as a Seller and sometimes collectively as the "Sellers").

This Assignment of Trademarks is entered into pursuant to Section 6.23 of the Asset Purchase Agreement, dated as of November 21, 2001, (the "Asset Purchase Agreement;" capitalized terms used herein but not otherwise defined herein shall have the same meanings assigned to them in the Asset Purchase Agreement), by and among Buyer, Parent, Subsidiary, Dr. Sabrina Kemeny, Dr. Eric Fossum, Robert Panicacci and the Seller Representative.

Pursuant to the Asset Purchase Agreement, Sellers agreed, among other things, to transfer to Buyer all of Sellers' right, title and interest in and to the Acquired Assets (including, without limitation, those trademarks, registrations and applications set forth on Exhibit A hereto), in exchange for the payment by Buyer of the Purchase Price and the assumption by Buyer of the Assumed Liabilities, in each case on the terms and subject to the conditions provided in the Asset Purchase Agreement.

1. Assignment of Trademarks by Sellers. Sellers hereby irrevocably and formally grant, bargain, sell, transfer, convey, assign, set over and deliver to Buyer, its successors and assigns, all right, title and interest in and to any trademarks, service marks and any other marks or tradenames owned by each Seller throughout the world, together with the goodwill of such Seller appurtenant thereto, whether or not such marks or tradenames are registered with the United States Patent and Trademark Office or other comparable governmental authority of any foreign jurisdiction (including, without limitation, those trademarks set forth in Exhibit A, hereto (the "Assigned Marks")), and any and all registrations and applications for registration thereof (including, without limitation, the registrations and applications set forth on Exhibit A hereto), free and clear of all encumbrances, together with all causes of action and other rights to sue for and remedies against past, present and future infringements of any of the foregoing, together with the right to collect damages therefore, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof, to have and to hold the same unto Buyer, its successors and assigns, for and during the existence of such rights and all renewals thereof.

2. Further Assurances. Each Seller hereby covenants and agrees that from time to time and at the expense of such Seller and without further consideration, each Seller, upon request of Buyer, shall and shall cause each of its affiliates to execute and deliver such instruments and documents, and take such further actions, as Buyer reasonably may request in order to sell, convey, transfer and assign to Buyer, or to record Buyer's interest in or title to, any of the Assigned Marks.

3. Power of Attorney. Each Seller hereby constitutes and appoints Buyer as such Seller's true and lawful attorney in fact, with full power of substitution in such Seller's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Each Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Successors and Assigns. This Assignment of Trademarks shall be enforceable against the successors and assigns of Sellers and shall inure to the benefit of the successors and assigns of Buyer.

5. Governing Law. This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect, by the internal laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered as of the date first written above.

MICRON TECHNOLOGY, INC.

By: W. B. Stover Jr.

Printed Name: W. B. STOVER JR.

Title: VICE PRESIDENT OF FINANCE AND C.F.O.

PHOTOBIT CORPORATION

By: _____

Printed Name: _____

Title: _____

PHOTOBIT TECHNOLOGY CORPORATION

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered as of the date first written above.

MICRON TECHNOLOGY, INC.

By: W. G. Stover, Jr.

Printed Name: W. G. STOVER, JR.

Title: VICE PRESIDENT OF FINANCE AND C.F.O.

PHOTOBIT CORPORATION

By: [Signature]

Printed Name: _____

Title: _____

PHOTOBIT TECHNOLOGY CORPORATION

By: [Signature]

Printed Name: _____

Title: _____

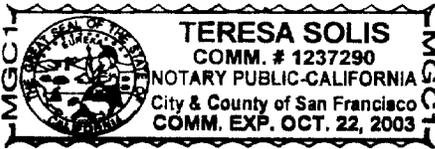


ACKNOWLEDGMENT - PHOTOBIT CORPORATION

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN FRANCISCO)

I, Teresa Solis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sabrina Kemeny, appeared before me this day in person, and acknowledged that she executed and delivered the Instrument of Assignment of Trademarks above as her free and voluntary act and in her representative capacity for Photobit Corporation, a Delaware corporation, acting in its representative capacity as the Chairman and CEO of Photobit Corporation., a Delaware corporation, for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto my hand and notarial seal this 21st day of November 2001.



Teresa Solis
Notary Public
My Commission Expires: OCTOBER 22, 2003

ACKNOWLEDGMENT - PHOTOBIT TECHNOLOGY CORPORATION

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN FRANCISCO)

I, Teresa Solis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sabrina Kemeny, appeared before me this day in person, and acknowledged that she executed and delivered the Instrument of Assignment of Trademarks above as her free and voluntary act and in her representative capacity for Photobit Technology Corporation, a Delaware corporation, acting in its representative capacity as the Chairman and CEO of Photobit Technology Corporation., a Delaware corporation, for the uses and purposes herein set forth.

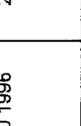
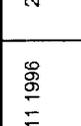
IN WITNESS WHEREOF, I have hereunto my hand and notarial seal this 21st day of November 2001.



Teresa Solis
Notary Public
My Commission Expires: OCTOBER 22, 2003

EXHIBIT A

U.S. Trademarks

MARK	STATUS	GOODS/SERVICES	SERIAL NO. / DATE FILED	REGISTRATION NO. Date Registered	Filing Deadlines/Requirements
PHOTOBIT	Registered	Class 42: Custom design of imaging systems and integrated circuits; consulting services in the field of integrated circuit design and imaging systems	75050489 - Jan 30 1996	2022174 - Dec 10 1996	Section 8/15 Declaration due Dec 10 2001
PB & DESIGN 	Registered	Class 9: Systems operating and applications software for use in the manipulation of electronic imaging devices; electronic imaging devices, namely, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, and image sensors for use in electronic cameras; and component parts for all of the above Class 10: Medical and dental diagnostic imaging apparatus and component parts therefore; medical endoscopic apparatus and component parts therefore	75070916 - March 11 1996	2240943 - April 20 1999	Section 8/15 Declaration due April 20 2004
PB & DESIGN 	Registered	Class 42: Custom design of imaging systems and integrated circuits; consulting services in the field of integrated circuit design and imaging systems	75050490 - Jan 30 1996	2017979 - Nov 19 1996	Section 8/15 Declaration due Nov 19 2001
PHOTOBIT	Registered	Class 9: Systems operating and applications software for use in the manipulation of electronic imaging devices; electronic imaging devices, namely, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, and image sensors for use in electronic cameras; and component parts for all of the above Class 10: Medical and dental diagnostic imaging apparatus and component parts therefore; medical endoscopic apparatus and component parts therefore	75070918 - March 11 1996	2240944 - April 20 1999	Section 8/15 Declaration due April 20 2004

MARK	STATUS	GOODS/SERVICES	SERIAL NO. / DATE FILED	REGISTRATION NO. Date Registered	Filing Deadlines/Requirements
TRUEBIT	Registered	Class 9: Systems operating and applications software for use in the manipulation of electronic imagers and electronic imaging devices; namely, electronic imaging devices, namely, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, and image sensors for use in electronic cameras; and component parts for all of the above.	75274735 - April 15, 1997	2360522 - June 20, 2000	Section 8/15 Declaration due June 20, 2005.
BEHIND EVERY GREAT DIGITAL IMAGE	Registered	Class 9: Systems operating and application software for use in the manipulation of electronic imaging devices; silicon wafers; electronic imaging devices, namely, image sensors, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, and image sensors for use in electronic cameras; and components parts for all of the above Class 10: Medical and dental diagnostic imaging apparatus and component parts therefor Class 42: Custom design of imaging systems and integrated circuits; consulting services in the field of integrated circuit designs and imaging systems	75725753 - June 8 1999	2456155 - May 29 2001	Section 8/15 Declaration due May 29 2006
PHOTOBIT TRUECOLOR	Registered	Class 9: Imaging devices, namely, silicon wafers that receive photons of light and convert them into digital bits for use and manipulation by computers and digital imaging devices	75725763 - June 8 1999	2395322 - October 17 2000	Section 8/15 Declaration due October 17 2005
WIDyR	Abandoned	Class 9: Electronic imaging devices, namely, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, optical storage devices and image sensors for use in electronic cameras; and parts for the aforesaid goods; and computer programs, namely, operating systems and application software for use in the manipulation of electronic imaging devices and the manipulation of electronic images	75360426 - Sept 22 1997		
PB-2000 THE OFFICIAL IMAGE SENSOR OF THE NEW MILLENIUM	Abandoned	Class 10: Medical and dental diagnostic imaging apparatus and component parts therefor Class 9: Imaging devices, namely, image sensors for use in electronic cameras	75725750 - June 8 1999		

MARK	STATUS	GOODS/SERVICES	SERIAL NO. / DATE FILED	REGISTRATION NO. Date Registered	Filing Deadlines/Requirements
TNC	Abandoned	Class 9. Systems operating and applications software for use in the manipulation of electronic imagers and electronic imaging devices; electronic imaging devices, namely, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, and image sensors for use in electronic cameras; and component parts for all of the above	75274734 - April 15 1997		

International Trademarks

MARK	STATUS	GOODS/SERVICES	SERIAL NO. / DATE FILED	REGISTRATION NO. Date Registered	Filing Deadlines/Requirements
PHOTOBIT	Registered in the People's Republic of China	Class 9: Computer programs (recorded), electronic imaging devices, systems operating and applications software for use in the manipulation of electronic imaging devices and the manipulation of electronic images, electronic imaging devices, namely, video cameras, digital cameras, fax machines, bar code scanners, optical scanners, video cameras for security and industrial applications, detectors for use in optical storage devices, optical storage devices and image sensors for use in electronic cameras		1239053 - Jan 14 1999	Renewal due June 13 2009