

Bulk Acoustic Wave Theory and Devices

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Bulk Acoustic Wave Theory and Devices

by Joel F. Rosenbaum

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February 16, 2000

Joel Rosenbaum
7011 96th Avenue
Seabrook, MD 20706

Dear Mr. Rosenbaum,

Enclosed please find your copy of the *Reversion of Copyright and Licensing Agreement* for your book "Bulk Acoustic Waves: Theory and Devices."

Please countersign the Licensing Agreement and return to Artech for our records.

If you have any questions or concerns, please contact Mark Walsh, Senior Acquisitions Editor, at mwalsh@artechhouse.com or the number listed above.

Kind regards,



Jessica McBride
Editorial Assistant, Acquisitions

Enc: Lic. Agreement (2)
Reversion of Copyright (1)

Dr. John Vig
UFFC-S

Dear Dr. Vig,

I have enclosed the copyright agreement that I received, signed and returned to the publisher (Artech). As per your e-mail of 21-Jan I understand that I must give formal permission in writing.

So how about this: I hereby give formal permission to reproduce the book "Bulk Acoustics Waves: Theory and Devices" Artech House 1988. Hope that is sufficient.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joel', with a stylized flourish at the end.

Joel Rosenbaum

P.S. sorry for the long delay; it took longer than I expected to get an answer from the publisher and then the paperwork got misplaced on my desk.

REVERSION OF COPYRIGHT TO AUTHOR

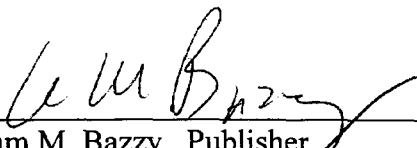
Assignment made this 7th day of February, 2000, by and between Artech House, Inc., a Massachusetts corporation with a usual place of business at 685 Canton St., Norwood, Massachusetts 02062, hereinafter referred to as the "Assignor," and Joel Rosenbaum whose address is 7011 96th Avenue, Seabrook, MD 20706, hereinafter referred to as the "Assignee."

Whereas, the Assignor is the owner of all rights in a literary work entitled *Bulk Acoustic Waves: Theory and Devices* and is the sole proprietor of the copyright of said literary work (U.S. Copyright Office registration #TX 2-387-039); and

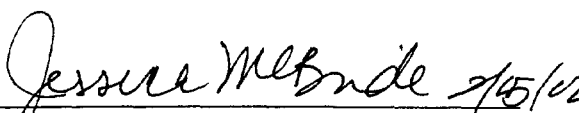
Whereas, the Assignee desires to acquire the entire interest of the Assignor in said literary work, including the copyright thereon;

Now, therefore, in consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, his successors and assigns, all its literary property right, title and interest of every kind throughout the world, in and to said literary work and in the copyright thereon, including all the profit, benefit and advantage that may arise from printing, publishing and vending the same throughout the world, together with the right to secure renewals, reissues and extensions of such copyright, which interest and right shall be held to the full end of the term for which such copyright or any renewal or extension thereof is or may be granted.

In Witness Whereof, the Assignor has executed this instrument.

 2/5/00

William M. Bazy, Publisher

 2/5/00

Witness

LICENSING AGREEMENT

AGREEMENT entered into this 7th day of February, 2000, by and between Artech House, Inc., a Massachusetts (U.S.A.) corporation with its usual place of business at 685 Canton Street, Massachusetts 02062 (U.S.A.), hereinafter referred to as the "Assignor" and Joel Rosenbaum whose address is 7011 96th Avenue, Seabrook, MD 20706, hereinafter referred to as the "Assignee."

Whereas, the Assignee owns all the proprietary rights in and to a certain literary work entitled *Bulk Acoustic Waves: Theory and Devices* hereinafter referred to as the "Work"; and

Whereas, the Assignor retains the right to print, publish and sell the Work solely on an "on-demand" basis and the Assignee is willing to grant the Assignor a non-exclusive license to print, publish and sell the Work upon the terms and conditions hereinafter set forth;

Now, Therefore, It Is Agreed as follows:

1. The Assignee represents and warrants that the Assignee is the holder of the copyright pertaining to the Work and that the Assignee owns all the proprietary rights in and to the Work.

2. The Assignee represents and warrants that the Assignee has full rights, power and authority to enter into this Agreement and to grant the rights and license hereinafter granted.

3. The Assignee hereby grants to the Assignor the non-exclusive right and license to print, publish and sell, in book form on an "on demand" basis copies of the last published edition of the Work.

4. The rights herein granted are granted with respect to the last published edition of the Work only. The Assignee shall notify the Assignor if and when a subsequent edition of the Work is ready for publication by the Assignee. In such event, the Assignee shall provide the Assignor with a text of the revised edition and the Assignor shall have the option to renew this Agreement with respect to such revised edition.

5. The Assignor shall pay the Assignee a royalty of 15% on all net sales in the United States and 10% on all net sales overseas.

6. The Assignor shall render semi-annual statements on the unit and dollar sales of the Work to the first day of January and the first day of July. The Assignor shall forward such statements to the Assignee within sixty (60) days after the close of the semi-annual period along with a check in the amounts due thereon, provided said amounts equal or exceed the sum of \$20.00 in any given royalty reporting period.

7. The Assignor agrees to indemnify, defend and hold harmless the Assignee and its respective officers, directors, employees and agents from any losses, costs, damages or expenses, including reasonable attorney fees, arising from breach or alleged breach of any of the Assignor's representations, warranties and obligations hereunder.

8. No grant or license to any other person, firm or corporation shall be deemed in conflict with the rights granted hereunder, nor shall any such grant or license constitute the basis for any claim or claims, or any actions or proceedings of any kind by the Assignor, and Assignor's heirs, representatives, successors or assigns, against the Assignee herein or against any grantee or Assignor of the Assignee. All other rights not specifically granted to the Assignor in this Agreement are reserved by the Assignee.

9. Neither this Agreement nor any of the rights granted hereunder may be assigned or transferred in whole or in part, by the Assignor, voluntarily or by operation of law, without the prior written consent of the Assignee. Any prohibited transfer shall be null and void, and, notwithstanding any provision to the contrary contained herein, the Assignee shall thereupon have the right to immediately terminate this Agreement upon written notice to the Assignor

10. In the event a petition in bankruptcy shall be filed by or against the Assignor, or if the Assignor shall make an assignment for the benefit of creditors, or if the Assignor shall take benefit of any bankruptcy or insolvency act, or if the Assignor shall liquidate the Assignor's business for any cause whatsoever, this Agreement shall thereupon terminate automatically without notice as of the date of the occurrence of any of the foregoing acts or upon the receipt of notice thereof, whichever is earlier.

11. The waiver of any breach of this Agreement by either party shall in no way constitute a waiver as to any future breach.

12. It is expressly understood and agreed by the parties hereto that this instrument embodies the entire agreement of the parties and that no statement, promise or inducement made by either party which is not contained herein shall be binding or valid, and that no term, provision or condition of this Agreement shall be held to be altered, amended, changed or waived in any respect except by written endorsement attached hereto and signed by both parties.

13. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14. The Agreements entered into regardless of its place of physical execution shall be treated by the parties hereto as though executed within the Commonwealth of Massachusetts, and be interpreted within the purview of the laws and statutes of the Commonwealth of Massachusetts and of the United States of America.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

ASSIGNEE:

By: Paul Rauh 2/18/00
Author Date

159-40-2407
Social Security Number (if applicable)

ASSIGNOR:

Artech House, Inc.

By: Wm Rauh 2/18/00
Date

FOR MICHAEL, SARA, AND RIVKA