(Rev. 6-93) 9-8-9X F 09-15-19S	R SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
OMB No. 0651-0011 (exp. 4.64)	GE096-01 _P A
rab odargo — — v	attached original documents or copy thereof.
To the Honorable Commissioner c 10082867 1. Name of conveying party(ies):	Name and address of receiving party(ies)
J. Justin Lancaster Christopher J. Bell	Name: GeoSoftware, Inc.
Additional name(s) of conveying party(ies) attached? ☐ Yes 4 No	
3. Nature of conveyance:	<u> </u>
☐ Merger	Street Address: 6 Valley Road
☐ Security Agreement ☐ Change of Name ☐ Other	City: Lexington, State: MA ZIP: 02173
Execution Date: September 9, 1997	Additional name(s) & address(es) attached? ☐ Yes ☑ No
If this document is being filed together with a new application A. Patent Application No.(s)	B. Patent No.(s)
Additional numbers a	ttached? ☐ Yes 🖔 No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Mary Lou Wakimura	7. Total fee (37 CFR 3.41)\$ 40.00
Internal Address: Hamilton, Brook, Smith & Reynolds, P.C.	Enclosed with Application Filing Fee
19/14/1998 CSTREATE 00000017 09149475	☐ Authorized to be charged to deposit account
40.00 OP Street Address: Two Militia Drice	8. Deposit account number: 08-0380
City: Lexington, State: MA ZIP: 02420	(Attach duplicate copy of this page if paying by deposit account)
DO NOT US	SE THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing infom the original document.	nation is true and correct and any attached copy is a true copy of
Mary Lou Wakimura Name of Person Signing	9 5 98 Signature 4 Date
Total number of pages including cover sheet, attachments, and document:	

Joint

ASSIGNMENT

WHEREAS, we, J. Justin Lancaster and Christopher J. Bell have invented a certain improvement in

RAPID TERRAIN MODEL GENERATION WITH 3-D OBJECT FEATURES
AND USER CUSTOMIZATION INTERFACE

described in a U.S. Provisional Application about to be filed in the United States Patent Office; and

WHEREAS, GeoSoftware, Inc. (hereinafter "ASSIGNEE") a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 6 Valley Road, Lexington, Massachusetts 02173 desires to acquire an interest therein in accordance with agreements duly entered into with us;

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, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said Provisional Application, together with the entire right, title and interest in and to said Provisional Application and such Letters Patent as may issue on said invention; said invention, application 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 us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, 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 such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

> PATENT REEL: 9441 FRAME: 0116

AND, we hereby further agree for ourselves and our 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 to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any nonprovisional applications including substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Commonwealth of Massachusetts

County of Middlesex

Then personally appeared before me the above-named J. Justin Lancaster and acknowledged that he executed the foregoing instrument as his free act and deed this 972 day of

September, 1997.

(SEAL)

Notary Public

 $O_{(print name)}$

My Commission expires 4 / 22 / 99

PATENT REEL: 9441 FRAME: 0117

Commonwealth of Massachusetts County of Middlesex

RECORDED: 09/08/1998

Then personally appeared before me the above-named Christopher J. Bell and acknowledged that he executed the foregoing instrument as his free act and deed this ______ day of ______, 1997.

(SEAL)

__Notary Public

_(print name)

My Commission expires $\frac{4}{4} / \frac{22}{4} / \frac{99}{4}$

PATENT REEL: 9441 FRAME: 0118