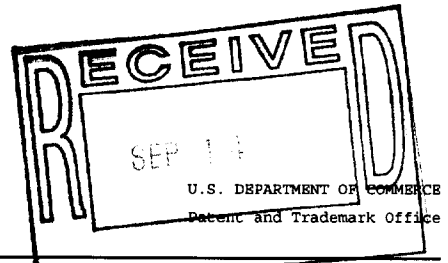


09-17-1998



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PATENTS ONLY



FORM PTO-1595
1-31-92

SHEET

MRO 9.14.98

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

1. Name of conveying party(ies):
Pekka M. Typpo

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

2. Name and address of receiving party(ies):
Name: Impact Systems, Inc.
Internal Address: _____

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 3, 1998

Street Address: 14600 Winchester Blvd.

City: Los Gatos
State: CA Zip: 95030

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

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)
09/111,046

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Jerry G. Wright
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-65707/JGW
(Attach duplicate of this page if paying by deposit account)

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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.

Jerry G. Wright

Signature

9/10/98
Date

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

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

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Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
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Washington, DC 20231**

File No. A-65707/JGW

596887

**PATENT
REEL: 9448 FRAME: 0971**

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned, PEKKA M. TYPPO
(hereinafter termed "Inventor"), a resident of CUPERTINO,
County of SANTA CLARA, State of CALIFORNIA,
has invented certain new and useful improvements in A NUCLEAR GAUGE FOR
MEASURING A CHARACTERISTIC OF MOVING SHEET MATERIAL AND ALIGNMENT COMPENSATION
and has executed an application for a United States patent disclosing and
identifying the invention on the _____ day of _____, 1998; and having
Serial No. 09/111,046 and filing date of July 7, 1998; and

WHEREAS, IMPACT SYSTEMS, INC. (hereinafter termed "Assignee"),
a corporation of the State of CALIFORNIA, having a place of business at 14600 WINCHESTER BLVD., LOS GATOS, State of CALIFORNIA, is
desirous of acquiring the entire right, title and interest in and to said
application and the invention disclosed therein, and in and to all embodiments
of the invention, heretofore conceived, made or discovered by said Inventor (all
collectively hereinafter termed "said invention"), and in and to any and all
patents, inventor's certificates and other forms of protection (hereinafter
termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration
acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said
Assignee, the entire right, title and interest (a) in and to said application and
said invention; (b) in and to all rights to apply for foreign patents on said
invention pursuant to the International Convention for the Protection of
Industrial Property or otherwise; (c) in and to any and all applications filed
and any and all patents granted on said invention in the United States or any
foreign country, including each and every application filed and each and every

patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

