

MRO 9.30.98To the Hon. Commissioner of Patents and Trademark
undersigned attorney.

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copy thereof, and return the recorded document to the

1. Name of conveying party(ies): <u>OPTO-TECH INDUSTRIES, INC. (Florida Corp.)</u> Additional name(s) of conveying party(ies) attached? [] Yes [x] No	2. Name and address of receiving party(ies): Name: <u>OPTO-TECH HOLDINGS, INC.</u> <u>(Delaware Corp.)</u> Internal Address: _____ Street Address: <u>1751 Lake Cook Road, Suite 550</u> City: <u>Deerfield</u> State: <u>Illinois</u> Zip: <u>60015</u> Additional name(s) & addresses attached? [] Yes [x] No
3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other _____	
Execution Date <u>September 28, 1998</u>	
4. Application number(s) or patent number(s): A. Patent Application No.(s) Serial No. 08/244,286 B. Patent No.(s) <u>5,642,415</u> Additional numbers attached? [] Yes [x] No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Susan Stone Rosenfield, Esq.</u> Address: <u>Bryan Cave LLP</u> <u>Two North Central Avenue</u> <u>Suite 2200</u> <u>Phoenix, Arizona 85004-4406</u> Telephone: <u>(602) 364-7000</u>	6. Total number of applications and patents involved: <u>Two</u> 7. Total Fee (37 CFR 3.41) <u>\$65.00</u> [x] Enclosed [x] Charge deficiency to 8. Deposit Account No. <u>02-4467</u> Per Assignment Division directive a duplicate of this page is <u>not</u> attached

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and the original document is attached or my copy is a true copy of the original document.*Susan Stone Rosenfield

Signature

Date

P

Total number of pages submitted: 3

ASSIGNMENT

OPTO-TECH INDUSTRIES, INC. a corporation of the state of Florida, located at 3701 South 7th Street, Fort Pierce, Florida 34982 (hereinafter referred to as "Assignor"), for good and valuable consideration received, assigns, transfers and delivers all of its worldwide right, title, and interest in and to United States Patent Number 5,642,415 issued June 24, 1997 (hereinafter referred to as "Patent") and U.S. Application Serial Number 08/244,286 for United States Letters Patent (hereinafter referred to as "Application") to OPTO-TECH HOLDINGS, INC., a corporation of the state of Delaware, located at 1751 Lake Cook Road, Suite 330, Deerfield, Illinois 60015 (hereinafter referred to as "Assignee");

This Assignment of the aforesaid Patent and Application includes any and all Letters Patent granted on said Application and on any and all reissues, continuations, continuation-in-parts, and divisionals thereof, any foreign counterparts of the foregoing, and any related inventions, whether patented or not, disclosed in the issued Patent and in the Application, and further including all treaty and convention rights and the right to sue for past, present, and future infringement; the same to be held and enjoyed by Assignee for its own use and behoof and by its legal representatives, successors, and assigns, to the full end of the term for which said Patents are granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made;

Assignor confirms that it has not made any agreement in conflict with this Assignment. Assignor further agrees that it will execute any documents that legally may be required, and provide information within its knowledge or belief, and do all other relevant things that Assignee deems necessary or desirable and reasonably requests of Assignor in connection with the filing, prosecution, maintenance, and defense of said Application or resulting Letters Patent or any other

patent application, or in connection with any proceeding, controversy, or litigation pertaining to, any such patents, or in order to perfect, defend, and/or enforce Assignee's ownership of the right, title, and interest conveyed by this Assignment, or in connection with this Assignment, all without payment of further consideration to Assignor, on the understanding, however, that Assignee will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations assumed by Assignor shall be binding on Assignor's heirs, executors, administrators, successors, assigns, and other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent referred to above to Assignee, as the assignee of the entire right, title, and interest in and to the same.

This Assignment is effective as of July 14, 1998.

Executed this 28 day of September, 1998, at Bat. Fr. W. C. F.

City, State

OPTO-TECH INDUSTRIES, INC.

Thomas Denedos, President

STATE OF Florida

COUNTY OF Dade

On this 28th day of Sept., 1998, Thomas Denedos personally appeared before me, identified her/himself to my satisfaction, and signed the foregoing Assignment in my presence.

Maretha H. Lindsey
Notary Public

My commission expires _____



Maretha H. Lindsey
Commission # CC 608128
Expires Jan. 21, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

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