

03-16-1999



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**PATENT**

REEL: 9809 FRAME: 0604

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**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

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Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

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**Number of Properties**

Enter the total number of properties involved. #

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Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

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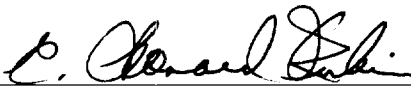
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**Statement and Signature**

*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. Charges to deposit account are authorized, as indicated herein.*

E. Leonard Rubin

Name of Person Signing



Signature

03/04/1999

Date

## ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT made February 24, 1999, by Scott L. Crain ("Assignor") to eMERGE Vision Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, an application for a Letter Patent in the United States of America has been filed by Assignor, which application for Letter Patent is numbered, dated, and described as follows:

### **Application For Letter Patent of the United States of America**

**Serial No. 09/111,823, filed July 8, 1998.**

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the application for Letter Patent listed above and the inventions covered thereby.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other valuable and legally sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over unto Assignee:

The entire right, title, and interest in and to the Patent under application for a Letter Patent listed above and the invention covered thereby, and any amendment, continuation, continuation-in-part, division, reissue, or re-examination of any Letter Patent that may be granted on said application, to have and to hold for the sole and exclusive use and benefit of Assignee, its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letter Patent of the United States of America may be granted or reissued as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Letter Patent with the right to sue for, and collect the same for its own use, and collect the same for its successors, assignors, or other legal representatives.


Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any and all Letters Patent of the United States on the invention listed above or resulting from the application listed above, or any continuation, continuation-in-part, division, reissue, or reexamination thereof.

Assignor represents and warrants that it is the sole owner of the Patent under application (and all goodwill associated therewith) and of all rights under the improvements thereof and that Assignor has full right, power and authority, to convey the entire interests herein assigned and that it has not executed, and will not execute any agreements in conflict therewith.

Assignor agrees to execute any instruments and to perform any acts which may be necessary to carry this Assignment into full effect.

IN WITNESS WHEREOF, Assignee has executed this Assignment of Intellectual Property this 24th day of February, 1999.

ASSIGNOR:

  
Scott L. Crain