

03-23-1999

MERL-1202



MRD  
3-4-99

REC

100991076

J135 U.S. PTO  
09/26/99  
037/04/99

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 David B. Anderson  
 Aseem Agarwala  
 Paul A. Beardsley  
 Joseph W. Marks

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

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

Execution Dates: 2/26/99; 3/3/99

2. Name and address of receiving party(ies):  
 Name: Mitsubishi Electric Information Technology Center America, Inc.  
 Street Address: 201 Broadway  
 City: Cambridge State: MA Zip: 02139

Additional name(s) and 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: February 8, 1999

A. Patent Application No. (s)                      B. Patent No. (s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Mitsubishi Electric Information Technology Center America, Inc.  
 Street Address: 201 Broadway  
 City: Cambridge State: MA Zip: 02139

6. Total number of applications and patents involved: [1]

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

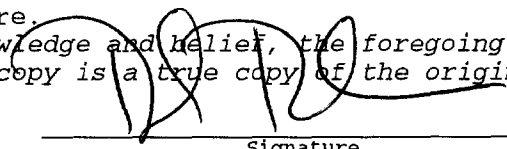
8. Deposit account number: 50-0749

03/17/1999 JSHABAZZ 00000059 500749 09262376

01 FC 381 40.00 CH

DO NOT USE THIS SPACE

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.

Dirk Brinkman                                            3/4/99  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: [1]

## ASSIGNMENT

WHEREAS, we, David B. Anderson, Aseem Agarwala, Paul A. Beardsley, and Joseph W. Marks have made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled SYSTEM AND METHOD FOR RECOGNIZING SCANNED OBJECTS WITH DEFORMABLE VOLUMETRIC TEMPLATES, the specification of which:

  X   was executed by us on the date indicated below;  
 \_\_\_ was filed on \_\_\_ as Application Serial No. \_\_\_;  
 \_\_\_ was patented under U.S. Patent No. \_\_\_ on \_\_\_;

WHEREAS, Mitsubishi Electric Information Technology Center America, Inc. (ITA), a corporation of the State of Delaware, whose address is 201 Broadway, Cambridge, Massachusetts 02139, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title, and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Assistant Commissioner for Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: February 26, 1999

Today's  
Date: February 26, 1999

David B. Anderson  
David B. Anderson

Witnessed: SANDRA STAFF  
Printed Name

Sandra Staff  
Signature

2/26/99  
Date

Witnessed: CAROL JOHNSON  
Printed Name

Carol Johnson  
Signature

2/26/99  
Date

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: February 26, 1999

Today's  
Date: February 26, 1999

P. A. Beardsley  
Paul A. Beardsley

Witnessed: Chia Shen  
Printed Name

Chia Shen  
Signature

2/26/99  
Date

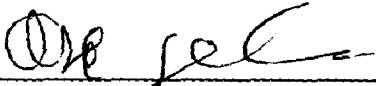
Witnessed: CAROL JOHNSON  
Printed Name

Carol Johnson  
Signature

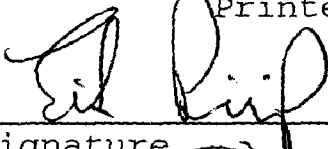
2/26/99  
Date

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: 3/3/99

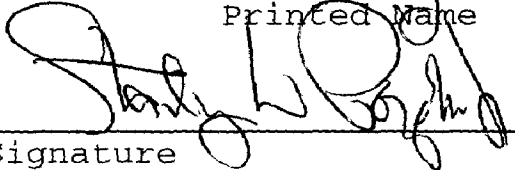
Today's Date: 3/3/99   
Aseem Agarwala

Witnessed: Erik Rief  
Printed Name

  
Signature

3/3/99  
Date

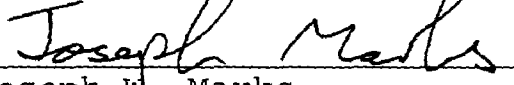
Witnessed: Stanley Pozerski, Jr  
Printed Name

  
Signature

3/3/99  
Date

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: February 26, 1999


Today's Date: February 26, 1999   
Joseph W. Marks

Witnessed: Carol Strohecker  
Printed Name

  
Signature

26 Feb 99  
Date

Witnessed: SEAN ROSSER  
Printed Name

  
Signature

26 Feb 99  
Date