

07-14-1999



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**PATENT**  
REEL: 010082 FRAME: 0293

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**Application Number(s) or Patent Number(s)**       **Mark if additional numbers attached**

*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).*

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09330899"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.      Month      Day      Year

**Patent Cooperation Treaty (PCT)**

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

PCT       PCT       PCT

PCT       PCT       PCT

**Number of Properties**      **Enter the total number of properties involved.**      #

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

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**Deposit Account**  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

**Deposit Account Number:** #

**Authorization to charge additional fees:**      Yes       No

**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.*

Francis G. Montgomery      *Francis Montgomery*      July 7, 1999

**Name of Person Signing**      **Signature**      **Date**

PATENT ASSIGNMENT

WHEREAS, I, Rocco A. De Lillo, being a citizen of the United States, residing at 183 Pine Brook Blvd., New Rochelle, New York 10804, (hereinafter known as the "Inventor"), have invented a certain new and original Multilayer Dielectric Evanescent Mode Waveguide Filter Utilizing Via Holes, for which I have made application for Letters Patent of the United States on June 11, 1999 (Application No. 09/330,899); and

WHEREAS, Merrimac Industries, Inc., a corporation organized and operating under and pursuant to the laws of the State of New Jersey, and having an office at 41 Fairfield Place, West Caldwell, New Jersey 07006, (hereinafter "Assignee"), is desirous of acquiring interest in and to said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Inventor do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, the full and exclusive rights,

title and interest in and to the said application and the invention therein contained, including the right to apply for any Letters Patent in the United States of America and in any and all foreign countries, including all divisionals, renewals, substitutes, continuations, continuations-in-part and Convention applications based in whole or in part upon said invention or upon said application, and any and all Letters Patent that may issue thereon, in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention or upon said application, to the full end of the term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention, said application and said Letters Patent, the same to be held and enjoyed by the said Assignee, its successors and assigns, the same as it would have been held and enjoyed by the Inventor if this assignment and sale had not been made.

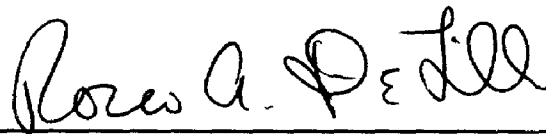
The Inventor hereby authorizes the said Assignee to file patent applications in any or all countries on any or all of said invention and any

improvements in the Inventor's name or in the name of the said Assignee, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise. And the Inventor hereby authorizes the Commissioner of Patents of the United States and the empowered officials of all other governments to issue or transfer all said Letters Patent to the said Assignee, as assignee of the entire right, title and interest therein or otherwise as said Assignee may direct, in accordance with this instrument of assignment.

The Inventor hereby represents and warrants that he has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein, and the Inventor binds himself and his heirs, executors, administrators and legal representatives, as the case may be, to execute and deliver to the said Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said Assignee, to enable the same Assignee, its successors and assigns, to file applications for said invention and any improvements in any country where it may elect to file such applications,

and that may be necessary to vest in the said Assignee, its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

And the Inventor further covenants and agrees, in consideration of these premises, that he, his executors and administrators will, at any time, upon request, communicate to the said Assignee, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to him or his executors and administrators, and that he will testify as to the same in any interference or other litigations when requested so to do by the said Assignee, its successors and assigns, it being understood that Assignee will compensate the Inventor for the expenses reasonably incurred in complying with said requests.



Rocco A. De Lillo

Sworn to before me

this 30<sup>th</sup> day of June, 1999



Notary Public

**PATRICIA TUMPAENE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES SEPT. 8, 2003**