

07-15-1999

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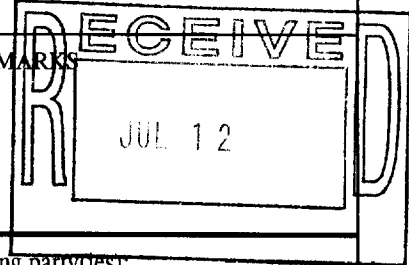
Attorney Docket Number

177-021

101091973

MRO  
7-12-99

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignments  
Washington, DC 20231



Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Stuart J. McKinnon Scott L. Whittenburg Jeffrey L. Stewart</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Xeyex Corporation</u></p> <p>Address: <u>200 Clearbrook Road</u> <u>Elmsford, New York 10523</u></p> <p>Country (if other than USA): _____</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>6/30/99; 6/25/99; 6/30/99</u></p>	

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:

<p>A. Patent Application No.(s) <u>09/312,294</u> filed <u>May 14, 1999</u> entitled "<u>Visual Test Utilizing Color Frequency Doubling</u>"</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached?  Yes  No 40E

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>JOHN DE LA ROSA 67 WALL STREET Suite 2411 New York, NY 10005</p>	<p>6. Number of applications and patents involved: <u>One (1)</u></p> <p>7. Total fee (37 CFR 1.21):.....\$ <u>40.00</u> Please find enclosed a check for the above fee.</p> <p>8. (A copy of this page is attached)</p>
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07/15/1999 DNGUYEN 00000128 09312294

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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.*

<p><u>John G. de la Rosa</u> <u>34,317</u></p> <p>Name of Person Signing Reg. No.</p>	<p>Signature</p>	<p><u>07/09/99</u></p> <p>Date</p>
<p>Total number of pages including cover sheet:</p>		<p><u>Five (5)</u></p>

## ASSIGNMENT

WHEREAS, WE, Stuart James Mckinnon, a citizen of the United States, residing at 3754 Bonnybridge Place, Ellicott City, MD 21043; Scott Laird Whittenburg, a citizen of the United States, residing at 6256 Pratt Street, New Orleans, LA 70124; and JEFFREY L. STEWART, a citizen of the United States, residing at 16 Heronvue, Greenwich Connecticut 06831, ASSIGNORS, are the inventors of the invention in "VISUAL TEST UTILIZING COLOR FREQUENCY DOUBLING" for which WE have executed an application for a Patent of the United States

which is attached hereto  even date herewith or  \_\_\_\_\_

which was filed on May 14, 1999, Serial No. 09/312,294

and WHEREAS, XEYEX CORPORATION, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that WE have full right to convey the entire interest herein assigned, and that WE have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that WE will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30 day of June, 1999.

Stuart James McKinnon L.S.  
STUART JAMES MCKINNON

State of Maryland )  
                                  ) SS.:  
City of Annapolis )

On this 30 day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared STUART JAMES MCKINNON, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Amy B. Musick  
AMY B. MUSICK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires April 2, 2001  
Notary Public.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25th day of June, 1999.

Scott Laird Whittenburg  
SCOTT LAIRD WHITTENBURG

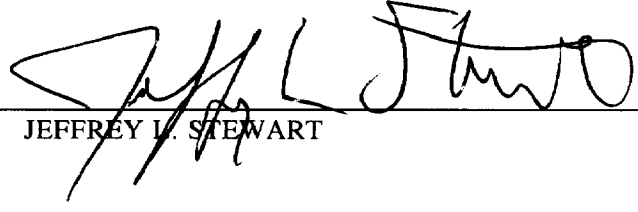
L.S.

State of Louisiana )  
                                  ) SS.:  
City of New Orleans )

On this 25th day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared SCOTT LAIRD WHITTENBURG to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Paul E. Francesco  
Notary Public.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30 day of June, 1999.



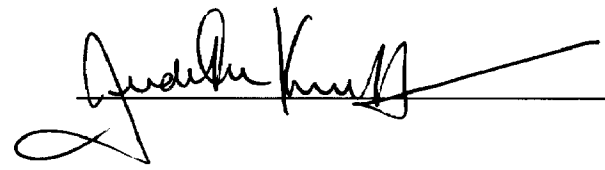
\_\_\_\_\_  
JEFFREY L. STEWART

L.S.

State of )  
          ) SS.:  
City of )

On this 30<sup>th</sup> day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared JEFFREY L. STEWART, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

**JUDITH KIRSCHBAUM**  
Notary Public, State of New York  
No. 4963856  
Qualified in Westchester County  
Commission Expires March 19, 192002



\_\_\_\_\_  
Notary Public.