Veo 4/20/99 RECORDATION PATE	FORM COVER SHEET NTS O7 O7 O7
To the Honorable commissioner of Patents and Traden	U/-2/ 1000
Please record the attached original documents or cop	py the
1. Name of conveying party(ies):	101102808 ies):
William Thrailkill	Name: Advanced Illumination, Inc.
Additional name(s) of conveying	Street Address: 24 Peavine Road
party(ies) attached?Yes XNo	City: Rochester
3. Nature of conveyance:	State: Vermont Zip: 05767
X Assignment	Zip. 03707
Merger	
Security Agreement	
• • •	
Change of Name	
Other	Additional name(s) & address(es)
P	attached?YesX_No
Execution Date: July 19, 1999	
4. Application number(s) or patent number(s): U.S. Pa If this document is being filed together with a new a date of the application is:	
A. Patent Application No.(s)	B. Patent No. (s)
Additional numbers attached	?YesXNo
5. Name and address of party to whom	6. Total number of applications and
correspondence concerning document should be mailed:	patents involved:1
	7. Total fee (37 CFR 3.41)\$40.00
Name: William A. Loginov	X Enclosed
Cesari and McKenna, LLP	
Street Address: 30 Rowes Wharf	Authorized to be charged to deposit account
	8. Deposit account no. 03-1237 (Attach duplicate
City: Boston State: MA Zip: 02110	copy of this page if paying by deposit account)
DO NOT II	SE THIS SPACE
DO NOT 0	SE THIS STACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing informa	tion is true and correct and any attached copy is a true
mile R. Ri	7/20/99
Michael R. Reinemann Reg. No. 38,	Date

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Total number of pages comprising cover sheet: 1

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ASSIGNMENT

Whereas I have made certain inventions or discoveries (or both) set forth in United States Letters Patent No. 5,822,053 issued October 13, 1998 and entitled MACHINE VISION LIGHT SOURCE WITH IMPROVED OPTICAL EFFICIENCY; and

Whereas Advanced Illumination, Inc., whose address is 24 Peavine Road, Rochester, Vermont 05767, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

- 1. Assign, transfer, and convey to Assignee my entire right, title, and interest in and to said inventions and discoveries, said Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent 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 on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks 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 I have not knowingly conveyed to others any right 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 I have good right to assign the same Assignce without encumbrance;
- 5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my 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 me 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 my control or in the control of my heirs, legal

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representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

July	19,	1999	Will Man	al
Date	,		William Thrailkill, Inventor	

State of Vermont)
)ss.
County of WINDEOR)

On this 19 day of 1999, before me appeared William Thrailkill, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Notary Public

[seal]