

10-19-1999

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Trademarks:  
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Please recon

1. Name of conveying party(ies):  
Robert G. Messerschmidt  
Russell E. Abbink

2. Name and address of receiving party(ies):

Name: Rio Grande Medical Technologies, Inc.

Internal Address: \_\_\_\_\_

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

Street Address: 800 Bradbury S.E., Suite 217

3. Nature of conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

City: Albuquerque State: New Mexico ZIP: 87106

Execution Date: August 30, 1999 and September 17, 1999

Additional name(s) & addresses 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:  
September 30, 1999 and October 4, 1999

09415600

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:

6. Total number of applications and patents  
involved: 1

Name: CROMPTON, SEAGER & TUTTLE, L.L.C.

7. Total fee (37 CFR 3.41) \$40.00

☒ Enclosed

☐ Authorized to be charged to deposit  
account

Address: 331 Second Avenue South, Suite 895  
Minneapolis, MN 55401

8. Deposit Account Number: 50-0413  
(Attach duplicate copy of this page if  
paying by deposit account)

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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.

David M. Crompton

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 3

## ASSIGNMENT

WHEREAS, Russ Abbink, residing at 13500 Coronado Freeway Southwest, Albuquerque, New Mexico 87121, and Robert G. Messerschmidt, residing at 15 Tulip Lane, Huntington, Connecticut 06484, have made certain new and useful inventions and improvements for which they have executed an application for Letters Patent of the United States, which is entitled INTERFEROMETER SPECTROMETER WITH REDUCED ALIGNMENT SENSITIVITY, of even date herewith;

AND WHEREAS, Rio Grande Medical Technologies, Inc., a corporation organized and existing under and by virtue of the laws of New Mexico, and having a business address of 800 Bradbury S.E., Suite 217, Albuquerque, NM 87106, is desirous of acquiring the entire right, title and interest in and to said inventions, improvements, application, and Letters Patent to be obtained therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Rio Grande Medical Technologies, Inc., its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents to issue any and all United States Letters Patent for the aforesaid inventions and improvements to said Rio Grande Medical Technologies, Inc., its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any other documents, and will communicate to said Rio Grande Medical Technologies, Inc., its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable to more effectually secure to and vest in Rio Grande Medical Technologies, Inc., its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, we, Russ Abbink and Robert G. Messerschmidt, covenant and agree with said Rio Grande Medical Technologies, Inc., its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

The parties hereto acknowledge that they have specifically requested the present agreement to be drawn up in the English language.

IN TESTIMONY WHEREOF, we have hereunto set our hands this 27 day of August 1999.

Russ E. Abbink  
Russ Abbink RUSSELL E. ABBINK

STATE OF New Mexico)  
COUNTY OF Santa Fe) ss.

On this 30 day of August, 1999, before me personally appeared Russ Abbink, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Theresa Vargas  
Notary Public

Robert G. Messerschmidt  
Robert G. Messerschmidt

STATE OF CONNECTICUT)  
COUNTY OF FAIRFIELD) ss.

On this 17 day of SEPT., 1999, before me personally appeared Robert G. Messerschmidt, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Joyce Paoli Fartely  
Notary Public

JOYCE PAOLI FARTELY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2002