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To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document.

1. Names of conveying parties

a) **John E. Mercer**

2. Name and address of receiving party:

a) Name: **Digital Control Incorporated**
Address: **425 S. W. 41st Street**
Renton, Washington 98055

3. Nature of conveyance

X Assignment

09/448647

4. This document is being filed together with a new continuation application, the execution date of the parent application is **March 16, 1998**. The title of the new application is:

**BORING TECHNIQUE USING LOCATE POINT MEASUREMENTS FOR BORING TOOL
DEPTH PREDICTION**

5. Please send all correspondence concerning this document to: **Customer Number 21833**

Jay R Beyer
Boulder Patent Services, Inc
1021 Gapter Road
Boulder, Colorado 80303
Tel. No.: (303) 499-3859
Fax No. (303) 499-8516

6. Total number of applications and patents involved: **1**

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

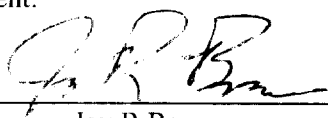
8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: **November 24, 1999**

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Jay R Beyer
Reg. No. 39,907
Att. Docket No. **DCI-9CIP3C**

ASSIGNMENT OF PATENT APPLICATION
(Accompanying Application)

Whereas I the undersigned inventor have invented certain new and useful improvements as set for in the patent application entitled:

**BORING TECHNIQUE USING LOCATE POINT MEASUREMENTS FOR BORING TOOL
DEPTH PREDICTION**

(Atty. Docket No.: DCI-P009CIP3) for which I have executed an application for a United States Letters Patent on the date indicated below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I the undersigned inventor hereby:

- 1) Sell, assign and transfer to Digital Control Incorporated, a Washington corporation having a place of business at 425 S.W. 41st STREET., Renton, Washington, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventors' heirs, legal representatives and assigns.
- 5) Warrant and represent that we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my signature.

1) Signature: John E. Mercer
Typed Name: JOHN E. MERCER

Date: 3/16/98

On this 16th day of March, in the year 1998, before me, John E. Mercer, personally appeared JOHN E. MERCER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Melvin L. Klewenoff

