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12-16-99



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Pamela A. Payne

December 13, 1999

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

02-01-2000



101254501

## Re: Recordation of Assignment of Patents

Dear Commissioner:

Please find enclosed the Assignment of Patents executed October 27, 1999, between Intergraph Corporation, One Madison Industrial Park, Huntsville, Alabama, 35894, the "Assignor" and Z/I Imaging Corporation, 301 Cochran Road, Suite 9, Huntsville, Alabama, 35824, the "Assignee" (the "Agreement"). The Agreement assigns the following Intergraph Corporation patent:

### Patent

5,280,370

### Issue Date

1/18/94

### Invention

Apparatus and Method for  
Scanning by Means of a  
Rotatable Detector Array

Also find enclosed a check in the amount of \$40.00 to cover the fees for recording this instrument against the patent listed above. To the best of my knowledge and belief, the foregoing information is true and correct, and the document enclosed is a true copy of the original Agreement. Should you have any questions or need additional information regarding recordation, please contact me at the address or phone number above. Thank you for your assistance with this matter.

Sincerely,

Pamela A. Payne

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40.00 DP

RECEIVED  
1999 DEC 23 1  
OIPE/JCW/S

Enclosure

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1710 SIXTH AVENUE NORTH  
BIRMINGHAM, ALABAMA 35203  
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1901 SIXTH AVENUE NORTH  
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(256) 551-0171

1275 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20004  
(202) 347-6000

**PATENT**

**REEL: 010506 FRAME: 0136**

## PATENT ASSIGNMENT

WHEREAS, Intergraph Corporation, a Delaware corporation with its principal offices in Huntsville, Alabama ("**Assignor**"), Carl Zeiss B.V., an entity organized and existing under the laws of the Netherlands, Carl Zeiss, Inc., a New York corporation, Carl-Zeiss-Stiftung, doing business as Carl Zeiss, an entity organized and existing under the laws of Germany, Z/I Imaging Corporation, a Delaware Corporation with its principal offices in Huntsville, Alabama ("**Assignee**"), and Z/I GmbH, an entity organized and existing under the laws of Germany (collectively, the "**Formation Agreement Parties**"), have entered into that certain Formation Agreement as of September 30, 1999 (the "**Formation Agreement**"), pursuant to which Assignee has been formed for the purpose of engaging in the Z/I Imaging Field of Activity (as that term is defined in the Formation Agreement); and

WHEREAS, pursuant to the Formation Agreement, Assignor has agreed, among other things, to sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to the Acquired PGIS Assets (as that term is defined in the Formation Agreement); and

WHEREAS, included among the Acquired PGIS Assets is a United States patent for an "Apparatus and method for scanning by means of a rotatable detector array" (U.S. Pat. No. 5,280,370) (the "**Patent**");

NOW, THEREFORE, in consideration of the foregoing premises, the respective acts and promises of the parties set forth below, the performances contemplated by the Formation Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, transfer and assign unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the Patent, to be held and enjoyed to the end of the term of the Patent as the same would have been held and enjoyed by Assignor if this Assignment had not been made. In furtherance of the foregoing assignment, Assignor covenants to execute all additional instruments and to do all things necessary for carrying out the purpose of this instrument, at the expense of Assignee or its successors.

2. With respect to the Patent, (i) the sole purpose of this Assignment is to effect the purposes contemplated by the Formation Agreement, and fulfill certain of the agreements of the Formation Agreement Parties with respect to the Patent; (ii) except as expressly set forth herein, this Assignment shall not, and is not intended to, create any new or additional obligations of the Formation Agreement Parties, or amend, supplement, alter or modify the respective rights and obligations of the Formation Agreement Parties, either under the Formation Agreement or in connection with the transactions contemplated thereby; and (iii) except as otherwise expressly warranted by Assignor under the Formation Agreement, the Patent is assigned AS IS, WHERE IS, AND WITH ALL FAULTS, and Assignor shall have no liability to Assignee with respect to the Patent.
3. Notwithstanding any other provision of the Assignment, under no circumstances shall this assignment constitute or be deemed an assignment of any Non-Assignable Rights, as that term is defined in the Formation Agreement.

IN WITNESS WHEREOF, Assignor has on this 27th day of October, 1999 caused these presents to be executed by its duly authorized representative.


  
INTERGRAPH CORPORATION

[Name and Title]

John W. Wilhoite, Executive Vice President

Understood, Acknowledged, and Agreed:

Z/I IMAGING CORPORATION

  
[Name and Title]  
Lewis N. Graham, CEO

STATE OF ALABAMA       )  
                                      )  
COUNTY OF Jefferson    )

I, Anne-Marie Ellis Myers, a Notary Public in and for said County in said State, hereby certify that John W. Wilhoite, whose name as Executive Vice President of Intergraph Corporation, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of

the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 27th day of October, 1999.

Anne-Marie Ellis Myers  
Notary Public

My commission expires: 7/29/2003