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O LIC HOROTABLE CONTINE	Solonor or raterno and readments:	. 10000 . 10000				
1. Name of conve	ying party(ies):	Name and address of receiving party(ies):				
Scott K. Batchelde	er	Name: Rule Industries, Inc.				
Additional name(s party(ies) attached	d? X	Internal Address: Yes No Street Address: 1 Kondelin Road Cape Ann Industrial Park				
x Assignment	Merger	City: Gloucester				
Security Agree						
Other	straining straining	Country: U.S.A.				
	: January 25, 2000	Additional name(s) & Yes address(es) attached? X No				
4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the Execution date(s) of the new application is (are):  A. Patent Application No.(s):  29(18093)  29(18093)						
	( %. % %)	Additional numbers attached? Yes X No				
	ress of party to whom correspond ent should be mailed:	dence 6. Total number of applications and 1 patents involved:				
Name: DICKSTEIN	SHAPIRO MORIN & OSHINSKY LI	7. Total fee (37 C.F.R 3.41) \$ \$40.00				
Internal Address:	Atty. Dkt.: R8540.0000/P510	x Enclosed				
Attr	n;William E. Powell III	Authorized to be charged to deposit account				
Street Address:	2101 L Street NW	x Credit any overpayment or debit any underpayment				
City: Washington	State:         Zip:           DC         20037 - 1526	8. Deposit account number: 4 - 1073				
DO NOT USE THIS SPACE						
9. Statement and To the best of copy is a true William E. Po	my knowledge and belief, the copy of the original documen	February 4, 2000				
Reg. No. 39,803						
Total number of pages including cover sheet, attachments, and document: 1						

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## ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 24 day of JANUARY, 2000 by Scott K. Batchelder, (hereinafter referred to as Assignor), residing at

4 Plum Bush Downs

Newburyport, Massachusetts 01951.

NEWBURY,

SEBatch ld 1-24-2000

WHEREAS, Assignor has invented certain new and useful improvements in DIRECTIONAL COMPASS, set forth in an application for Letters Patent of the United States, filed concurrently herewith as U.S. application Serial No. Not Yet Assigned; and

WHEREAS, Rule Industries, Inc., corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at 1 Kondelin Road, Cape Ann Industrial Park, Gloucester, Massachusetts 01939 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions,

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continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee,

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or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

## DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Jeremy A. Cubert, 40,399; Laurence E. Fisher, 37,131; Brian A. Lemm, 43,748; Gianni Minutoli, 41,198; Edwin Oh, P-45,319; Eric Oliver, 35,307; William E. Powell III, 39,803; Paul L. Ratcliffe, 45,290; Mark E. Strickland, 45,138 and Salvatore P. Tamburo, P-45,153

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

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Scott K. Batchelder

Date $1-2$	5-2000			
United States of		)		
State Maso	chusetto	)ss.:		
State <u>Maso</u> County <u>Co</u>	2LX	_ )		
On this personally came	25 Scott K. Batchel	day of Ja	nuary , 2000 _ , to me known to be	, before me e the individual
described in and of the same.	who executed the	foregoing instru	ment, and acknowledg	ed execution
		<u>Ja</u> Nota	undra J Sin ary Public	ragra

SANDRA E. SINAGRA Notary Public A. Cammission Expires June 26, 2003

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RECORDED: 02/04/2000

**PATENT REEL: 010533 FRAME: 0829**