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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
University of Georgia Research Foundation, Inc.

Additional names(s) of conveying party(ies) Yes No

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

Name: **Instrumentation Corporation**

Internal Address: _____

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **20 October 1999**

Street Address: **1490 North Road**

City: **Snellville** State: **GA** ZIP: **30078**

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,748,295

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Laurence P. Colton**

Internal Address: **TECHNOPROP COLTON LLC**

Street Address: **PO Box 567685**

City: **Atlanta** State: **GA** ZIP: **31156**

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

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number: _____

03/06/2000 BCDATES 00000163 5748295

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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.

Laurence P. Colton

Name of Person Signing

Signature

31 January 2000

Date

Total number of pages including cover sheet, attachments, and document:

4

PATENT

REEL: 010618 FRAME: 0464

COPY

ASSIGNMENT AGREEMENT BETWEEN
THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.
AND
INSTRUMENTATION CORPORATION

This agreement is made this 8th day of October, 1999, by and between the University of Georgia Research Foundation, Inc., a nonprofit Georgia corporation with offices located in the Boyd Graduate Studies Research Center, Athens, Georgia 30602-7411 (UGARF), and Instrumentation Corporation (IC) having principle place of business at 1490 North Road, Snellville, GA 30078.

WITNESSETH:

WHEREAS, Brian Farmer (Inventor) created an invention known as "Embedded DSP-based Laser Diode Range Finding Using Optical-feedback-induced Mode Hops" which is fully disclosed in UGARF Disclosure File Number 600; and

WHEREAS, Inventor assigned all right, title and interest to the invention to UGARF in accordance with the Inventor's Employment Agreement with the University of Georgia and the University of Georgia Intellectual Property Policy; and

WHEREAS, UGARF is the Assignee of United States Patent Number 5,748,295 (Patent) which includes claims protecting the invention; and

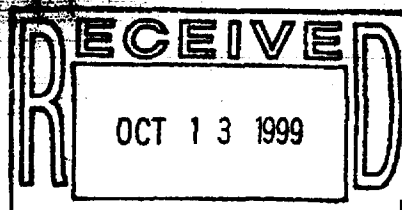
WHEREAS, Inventor, in accordance with the University of Georgia Intellectual Property Policy, has requested that UGARF assign the Patent to Instrumentation Corporation (IC), a company owned by Inventor (exhibit A); and

WHEREAS, UGARF and the Inventor agree that such an assignment shall promote and facilitate the marketing and commercialization of the invention.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, UGARF and IC agree as follows:

ARTICLE I ASSIGNMENT

UGARF hereby assigns all right, title and interest to the Patent to IC. IC hereby grants UGARF and the University of Georgia a royalty-free, nonexclusive, perpetual license to practice the Patent for research purposes.



PATENT
REEL: 010618 FRAME: 0465

ARTICLE II IC'S DUTIES

- 2.1 In consideration for said assignment, IC shall reimburse UGARF for Patent prosecution expenses in the amount of Three Thousand Five Hundred Sixty-Seven Dollars and Eighty-Eight Cents (\$3,567.88) which have been incurred by UGARF and not reimbursed previously by any third party. Such payment is due at the signing of this Agreement and shall be submitted to:

University of Georgia Research Foundation, Inc.
Attn: Director, Technology Licensing
Boyd Graduate Studies Research Center
Athens, Georgia 30602-7411

- 2.2 IC shall be responsible for all future Patent maintenance fees.
- 2.3 IC shall be responsible for fees to record this Assignment with the U.S. Patent and Trademark Office, including all related attorney fees.

ARTICLE III NEGATION OF WARRANTIES

Nothing in this Agreement is or shall be construed as:

- 3.1 A warranty or representation by UGARF as to the validity or scope of the Patent.
- 3.2 A warranty or representation that the manufacture, use or sale of any process, composition or device claimed in the Patent does not or will not infringe any patents, copyrights or other rights of third parties.
- 3.3 An obligation on the part of UGARF to bring or prosecute actions or suits against third parties for infringement of the Patent.
- 3.4 A grant by implication, estoppel or otherwise of a license under any other UGARF patent.
- 3.5 UGARF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE PATENT, OR ANY MANUFACTURE, USE OR SALE OF ANY PROCESS, COMPOSITION OR DEVICE CLAIMED IN THE PATENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PROCESS, COMPOSITION OR DEVICE CLAIMED IN THE PATENT, OR WITH RESPECT TO WHETHER OR NOT SUCH PROCESS, COMPOSITION OR DEVICE INFRINGES ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS.

ARTICLE IV INDEMNITY

IC hereby agrees at all times hereafter to defend, indemnify and hold harmless UGARF, the University of Georgia, and the Board of Regents of the University System of Georgia and their officers, agents and employees against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorneys fees, and against all liability, losses and damages of any nature or kind whatsoever arising or in any way growing out of the performance or fulfillment of the obligations of this Agreement or the commercial exploitation of the Patent by IC. This indemnity includes, but is not limited to, any and all claims, suits or actions for copyright, patent, trademark or tradename infringement, or for the violation of anti-trust laws or for product liability.

ARTICLE V SURVIVING TERMS

IC obligations under Article III shall survive termination of this Agreement for any reason.

ARTICLE VI ENTIRE UNDERSTANDING

This Agreement contains the complete agreement between UGARF and IC with regard to the Patent. Any oral representations or modifications concerning the Patent or this Agreement shall be of no force or effect unless reduced to a written document which is signed by UGARF and the IC.

UNIVERSITY OF GEORGIA *HK*
RESEARCH FOUNDATION, INC.

Instrumentation Corporation:

Joe L. Key 10-20-99
Joe L. Key Date
Executive Vice President

Brian W. Farmer 10-8-99
Brian W. Farmer Date
President