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FORM PTO-1595

RE



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(Rev. 6-93)

OMP No. 0651-0011 (exp. 4/94)

M&amp;G- 1165.47US01

101431882

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

1. Name of conveying party(ies):

MEADOWBROOK INDUSTRIES, INC.  
1512 Mill Road  
Meadowbrook, Pennsylvania 19046

and

David S. Poor

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

NATIONAL COMPUTER SYSTEMS, INC.  
11000 Prairie Lakes Drive  
Eden Prairie, Minnesota 55344Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: June 27, 2000

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:

A. Patent Application No.(s)

B. Patent No.(s)

5,672,060

Additional numbers attached? ☐ Yes ☐ No

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

Name: Katherine M. DeVries Smith  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

7. Total fee (37 CFR 3.41):

\$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Katherine M. DeVries Smith

Name of Person Signing

Signature

July 14, 2000

Date

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PATENT  
 REEL: 010984 FRAME: 0194

## ASSIGNMENT

WHEREAS, MEADOWBROOK INDUSTRIES, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an office and a place of business at 1512 Mill Road, Meadowbrook, Pennsylvania 19046, (referred to herein as "MEADOWBROOK") is the assignee of US Patent No. 5,672,060.

AND WHEREAS, DAVID D. S. POOR is an adult individual residing at 1512 Mill Road, Meadowbrook, Pennsylvania 19046 and is the sole inventor of US Patent No. 5,672,060.

AND WHEREAS, NATIONAL COMPUTER SYSTEMS, INC., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 11000 Prairie Lakes Drive, Eden Prairie, Minnesota 55344 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to US Patent No. 5,672,060.

AND WHEREAS, Assignee, MEADOWBROOK and DAVID D. S. POOR have entered into a confidential Settlement Agreement and Mutual Release and an Asset Purchase Agreement related to an alleged patent infringement in the case captioned *Meadowbrook Industries Ltd. v. National Computer Systems, Inc.*, Civil Action No. 98-CV3568 (E.D. Pa.), and under the Settlement Agreement and Mutual Release and the Asset Purchase Agreement, Assignee has provided monetary and other consideration to MEADOWBROOK and to DAVID D. S. POOR in order to acquire US Patent No. 5,672,060.

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the consideration provided to MEADOWBROOK by Assignee under the Settlement Agreement and Mutual Release and the Asset Purchase Agreement and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, MEADOWBROOK has sold, assigned, and transferred, and by these presents do sell, assign and transfer unto Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid US Patent No. 5,672,060, and in and to the patent (or patent 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 have been or shall be filed in any foreign countries for Letters Patent on the 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 MEADOWBROOK does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to Assignee as the assignee of the entire right, title and interest in and to the same, for the use of Assignee, its successors and assigns.

AND, for the consideration aforesaid, MEADOWBROOK and DAVID D. S. POOR do hereby agree that MEADOWBROOK and DAVID D. S. POOR, his executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to Assignee, its successors and representatives all facts known to MEADOWBROOK and DAVID D. S. POOR relating to said improvements and the history thereof and generally do all things which may be necessary or desirable more effectually to secure to and vest in Assignee, its successors or assigns the entire right, title and interest in and to US Patent No. 5,672,060, the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore MEADOWBROOK and DAVID D. S. POOR covenant and agree with Assignee, 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 MEADOWBROOK or DAVID D. S. POOR and that full right to convey the same as herein expressed is possessed by MEADOWBROOK.

MEADOWBROOK INDUSTRIES, LTD.

BY: 

DAVID D. S. POOR

PRESIDENT

DAVID D. S. POOR

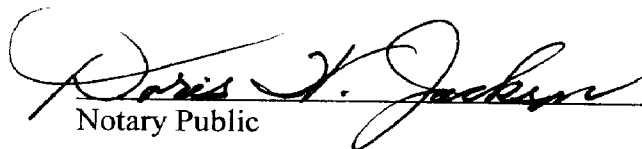
BY: 

DAVID D. S. POOR

STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF PHILADELPHIA )

On this 27<sup>TH</sup> day of JUNE, 2000, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

  
Notary Public

NOTARIAL SEAL  
DORIS W. JACKSON, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Aug. 28, 2000