

09-26-2000

Express Mail Label Number: EK688971945US

Attorney Docket Number: 2157.006cip



101471076

U.S. PTO
09/658708
09/06/00

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I hereby certify that this Recordation Cover Sheet pertaining to a U.S. Patent Application is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.10 on the date subscribed, in an envelope addressed to Commissioner of Patents and Trademarks, BOX ASSIGNMENT, Washington, D.C. 20231, on SEPTEMBER 8, 2000.

Ray R. Regan, Attorney for Applicant, Registration No.36,899

**RECORDATION COVER SHEET
PATENTS ONLY**

09/658708

This sheet is modeled after Form PTO-1595

To: Assistant Commissioner for Patents
BOX ASSIGNMENT
Washington, D.C. 20231

Please record the attached true copy document.

1. Names of Conveying Parties: Fritz Schreyer Allen and Jun Zhao
2. Name and Address of Receiving Parties: New Chromex, Inc., a California corporation,
2705-B Pan American Freeway, N.E., Albuquerque, New Mexico 87107.
3. Nature of Conveyance: Assignment of Patent Application and any resulting Patent.

Execution Date:

4. A. Application Number(s) or Patent Number(s):
- B. If The Attached Document is Being Filed with a New Patent Application, the Execution Date of the Application: September 7, 2000

5. Name and Address to Whom Correspondence Should be Mailed:

Ray R. Regan, Esq.
Attorney for Applicant
Mailing Address:
P.O. Box 1442
Corrales, New Mexico 87048

9/25/2000 MTHA11 00000403 09658708

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RECORDATION COVER SHEET/PATENTS ONLY Page 1

PATENT
REEL: 011095 FRAME: 0309

Street Address:

5120 San Francisco, N.E.
Albuquerque, New Mexico 87109
Registration Number 36,889

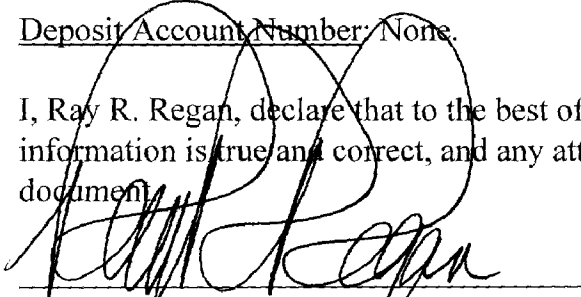
Telephone: (505) 897-7200
Facsimile (505) 897-7201

6. Total Number of Applications and Patents Involved: 1

7. Total Fee Enclosed: \$40.00.

8. Deposit Account Number: None.

9. I, Ray R. Regan, declare that 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.


Typed Name: Ray R. Regan

Dated the 8th day of September, 2000

[X] Total number of pages including cover sheet, any attachments, and the document: 6

**ASSIGNMENT OF INVENTIONS,
APPLICATIONS AND PATENTS**
from Fritz Schreyer Allen and Jun Zhao
to New Chromex, Inc., a California corporation

FOR GOOD AND VALUABLE CONSIDERATION paid to Assignors by Assignee, receipt of which is acknowledged by Assignors:

1. Assignors declare and agree that as used in this document ("Assignment") the following terms have the following meaning:

A. "Application" means and includes both individually and collectively the Nonprovisional Continuation-in-Part Application for United States Patent for the invention entitled Apparatus and Method for Adjusting Raman Measurements, to be filed in the United States Patent Office under Express Label Number EK688971945US, and which is a continuation-in-part application based on copending United States patent application filed in the United States Patent and Trademark Office on May 18, 1999, Application Number 09/313,905 entitled Apparatus for Measuring and Applying Instrumentation Correction to Produce a Standard Raman Spectrum.

B. "Letters Patent" means and includes both individually and collectively (i) any and all letters patent issued in the United States and anywhere in the world in connection with the Application; and (ii) any and all direct and indirect divisions, continuations, and continuations-in-part of the Application and any Letters Patent; and (iii) any and all reissues or extensions of Letters Patent; and (iv) any and all rights under any international treaties and conventions, including without limitation the International Convention for the Protection of Industrial Property; and (v) any and all applications for a patent or patents filed in countries other than the United States ("Foreign Countries"); and (v) any and all patents that issue in connection with the invention or inventions disclosed in the Application.

C. "Assignors" means Fritz Schreyer Allen and Jun Zhao.

D. "Assignee" means New Chromex, Inc., a California corporation, including (i) any and all subsidiaries, affiliates and controlled companies of Assignee, and (ii) any and all successors, assigns and legal representatives of Assignee.

E. "Attorney" means Ray R. Regan, Esq., whose mailing address is P.O. Box

1442, Corrales, New Mexico 87048, whose street address is 5120 San Francisco, N.E., Albuquerque, New Mexico 87109, and whose telephone number is (505) 897-7200..

F. "Invention" means the entire right, title and interest of Assignors in connection with the invention described in the Application.

2. In consideration of the mutual promises provided in this Assignment, and other good and sufficient consideration, receipt of which is acknowledged, Assignors assign, sell, and convey the Invention, the Application, and the Letters Patent to Assignee.

3. Assignors also assign, sell, and convey to Assignee any and all improvements and modifications in connection with the Invention.

4. Assignors also assign, sell, and convey to Assignee the entire right title and interest of Assignors to file patent applications in Foreign Countries in connection with the Application and Invention ("Foreign Applications"), including the right to claim all benefits of any and all international conventions in connection with Foreign Applications.

5. Assignors authorize and request the United States Commissioner of Patents and Trademarks, and patent office officials in Foreign Countries who are authorized by the patent laws of the Foreign Countries to issue patents, to issue any and all Letters Patent and other forms of patents in connection with the Invention, Applications, and Foreign Applications to Assignee as owner of the entire right, title and interest in the Invention, and for the sole use and benefit of Assignee.

6. Assignors will, without receiving additional consideration and without expense to Assignors, sign any and all lawful papers and writings, and perform any and all other lawful acts Assignee may request of Assignors which are, in the sole discretion of Assignee, appropriate or necessary to fully implement and make effective this Assignment, including by way of example but not of limitation (i) promptly executing all original, divisional, continuing, continuation-in-part applications, substitute, reissue, and other United States and Foreign Countries' Applications in connection with the Invention; (ii) promptly executing any and all lawful documents requested by the Assignee to further the prosecution of any Applications in connection with the Invention, and (iii) cooperating with Assignee in executing any and all lawful documents and producing evidence

in connection with any nullification, reissue, extension, infringement and invalidity proceedings involving the Invention.

7. Assignors, for the same consideration, represent and warrant to Assignee, and to the Assignee's successors, assigns, and legal representatives, that at the time of execution and delivery of this Assignment, except for any rights, titles and interests that have arisen in favor of Assignee under law or that have already been transferred to Assignee, Assignors are joint and lawful owners of the entire right, title and interest in and to the Invention and Application; that the entire right, title and interest in and to the Invention and Application are unencumbered; and that Assignors have good and full right and lawful authority to assign, sell and convey the entire right, title and interest in and to the Invention and Application as provided in this Assignment.

8. Assignors, for the same consideration, grants to the Attorney the power to insert on this Assignment any further and additional identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment in the United States Patent and Trademark Office.

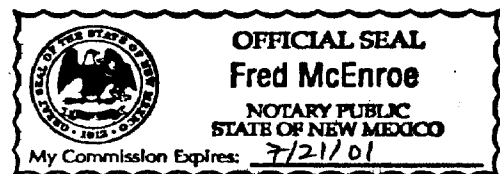
Date: Sept 7, 20 00.

ASSIGNORS:

Fritz Schreyer Allen
Name: Fritz Schreyer Allen

Jun Zhao
Name: Jun Zhao

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)



The foregoing instrument was acknowledged and sworn to before me this 7th day of September, 20 00, by Fritz Schreyer Allen.

Fred McEnroe

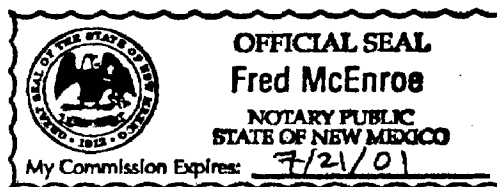
My Commission Expires:

7/21/01

Notary Public

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)



The foregoing instrument was acknowledged and sworn to before me this 7th day of September, 2000, by Jun Zhao.

My Commission Expires:

7/21/01

Notary Public

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APPLICATIONS AND PATENTS**
from Fritz Schreyer Allen and Jun Zhao
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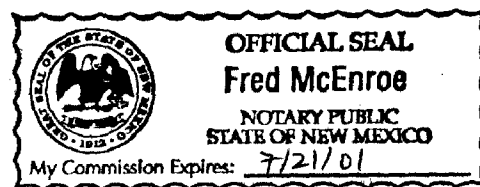
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Date: Sept 7, 2000.

ASSIGNORS:

Fritz Schreyer Allen
Name: Fritz Schreyer Allen

Jun Zhao
Name: Jun Zhao



STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged and sworn to before me this 7th day of September, 2000, by Fritz Schreyer Allen.

Fred McEnroe

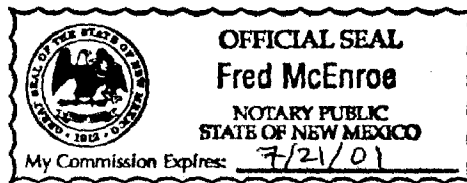
My Commission Expires:

7/21/01

Notary Public

STATE OF NEW MEXICO)

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Notary Public

Fred McEnroe