

10-13-2000

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Pa  
thereof.

he attached original documents or copy

1. Name of conveying party(ies):

**DAVID ROHDE and PATRICK P. CAMUS**

Additional name(s) of conveying party(ies) attached? No

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

**NORAN INSTRUMENTS, INC.  
2551 West Beltline Highway  
Middleton, WI 53562-2697**

Additional name(s) &amp; address(es) attached? No

3. Nature of conveyance:

**Assignment**

Execution Date: May 9 and 15, 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)

**09/572,198**

B. Patent No.(s)

Additional numbers attached? No

5. Name and address of party to whom correspondence  
concerning document should be mailed:**Peter J. Manghera  
FOLEY & LARDNER  
150 East Gilman Street  
Post Office Box 1497  
Madison, WI 53701-1497  
(608) 258-4265**6. Total number of applications and patents involved: 17. Total fee (37 C.F.R. § 3.41). . . . . \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 06-1447

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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.***Peter J. Manghera**

Name of Person Signing

  
Signature**September 19, 2000**

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, **David Rohde** of 3817 Country Grove Drive, Madison, WI 53719, and **Patrick P. Camus** of 1610 Meadowcrest Lane, Middleton, WI 53562, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **METHOD AND APPARATUS FOR CORRECTING MAGNETIC FIELD DISTORTIONS IN DIFFRACTION PATTERNS OBTAINED IN AN ELECTRON MICROSCOPE** (Atty. Dkt. No. 058967:0134) for which an application for United States Letters Patent was executed by ASSIGNOR on May 9 and 15, 2000; and

*WHEREAS*, **Noran Instruments, Inc.**, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 2551 West Beltline Highway, Middleton, WI 53562-2697 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

*ASSIGNOR HEREBY GRANTS* to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment:

Serial No. 091572,198

Filing Date: May 17, 2000

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 9th day of May, 2000.

  
\_\_\_\_\_  
David Rohde

State of Wisconsin )  
County of Dane ) ss.

On this 9th day of May, 2000, before me, a notary public in and for said county, appeared David Rohde, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 3, 2001

(Seal)

Executed this 15th day of May, 2000.

Patrick P. Camus  
Patrick P. Camus

State of Wisconsin )  
County of Dane )ss.

On this 15th day of May, 2000, before me, a notary public in and for said county, appeared Patrick P. Camus, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Cynthia J. Hall  
Notary Public

My Commission Expires: June 3, 2001

(Seal)