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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. 6480/525



101543140

To the Honorable Commissioner of Patent

Send original documents or copy thereof.

1. Name of conveying party(ies):

GEO Labs, Inc.

Additional name(s) of conveying party(ies) attached?

Yes No

Internal Address: c/o PSC Inc.

Address of receiving party:

Position Corp.

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other to correct incorrect patent number on Notice of Recordation

675 Basket Road

City: Webster State: NY Zip: 14580

Street Address: 675 Basket Road

City: Webster State: NY Zip: 14580

Execution Date: December 21, 1999

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

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): 5,596,442

Additional numbers attached? Yes No

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

Name: James Shalek, Esq.

Internal Address: LYON & LYON LLP

633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: 1

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

Enclosed

Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

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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.

Charles M. Doyle

Date: Nov. 10, 2000

Charles M. Doyle, Reg No. 39,175

Total number of pages including cover sheet: 3

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PATENT
REEL: 011295 FRAME: 0454

ASSIGNMENT OF U.S. LETTERS PATENT

WHEREAS, GEO Labs, Inc. a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania and having its principal place of business at 208 Elmwood Avenue, Sharon Hill, PA 19079, (hereinafter referred to as "ASSIGNOR") owns a certain invention entitled GYRATING AXIAL SCANNER for which Letters Patent of the United States of America were issued on January 21, 1997 and assigned U.S. Patent No. 5,596,442; and

WHEREAS, GEO Acquisition Corp., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at c/o PSC, Inc., 675 Basket Road, Webster, New York 14580 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under said Letters Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to said Letters Patent or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said Letters Patent, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to maintain and enforce said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at _____,

Pennsylvania, this 21st day of December, 1999.

George A. Plesko

George A. Plesko, President
GEO Labs, Inc.

STATE OF PENNSYLVANIA)
) ss
COUNTY OF PHILADELPHIA)

On 12/21/99 before me, George H. Plesko, personally appeared _____

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth P. Stein

Notary Public in and for said County and State

NOTARIAL SEAL
ELIZABETH P. STEIN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 5, 2003