

03-23-2001



COVER SHEET  
PATENT FILE

U.S. DEPARTMENT OF COMMERCE  
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To the Honorable Commission

101645715

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Electro-Optical Information Systems

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

2. Name and address of receiving party(ies)

Name: Opton Co., Ltd.

Internal Address: \_\_\_\_\_

Street Address: 970-2 Anada-Chyo

Sato-City

Aichi, JAPAN 489-8645

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: February 16, 2001

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)

08/978,705

B. Patent No.(s)

5,175,601 and 5,319,445

03/22/2001 LMJELLER 00000050 230785 08978705

Additional numbers attached?  Yes  No

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

Name: John S. Mortimer

Internal Address: \_\_\_\_\_

Wood, Phillips, VanSanten, Clark

& Mortimer

Street Address: 500 West Madison Street

Suite 3800

City: Chicago State: IL ZIP: 60661

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-0785

(Attach duplicate copy of this page if paying by deposit account)

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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.

Nora T. Wesley

Name of Person Signing

Nora T. Wesley  
Signature

03-01-2001

Date

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

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

PATENT  
REEL: 011590 FRAME: 0900

## ASSIGNMENT OF PENDING PATENT APPLICATION

This Assignment is made this 16 day of February, 2001 between Electro-Optical Information Systems, a United States corporation organized under the laws of the State of California with its principal place of business at 1223 Wilshire Boulevard, No. 314, Santa Monica, California 90403 (the "Assignor") and Opton Co., Ltd., a Japanese corporation with a principal place of business at 970-2 Anada-Chyo, Sato-City, Aichi, Japan 489-8645 (the "Assignee").

WHEREAS, the Assignor represents that it is the sole and exclusive owner of all right, title and interest in the application for Letters Patent of the United States of America Ser. No. 08/978,705, filed November 26, 1997, entitled "Hand-Held High-Density 3D Data Collection Camera With Applications to Reverse Engineering Surface Digitizing and CAD/CAM" filed in the name of sole inventor John M. Fitts (hereinafter the "Pending Application") and to the invention disclosed and claimed therein (hereinafter the "Invention");

WHEREAS, the Assignor represents that no rights in either the Pending Application or Invention have been committed or granted to any party and that all such rights are to be transferred to the Assignee herein as hereinbelow set forth.

NOW THEREFORE, in consideration of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest, in and to the Invention and the Pending Application and any and all applications for Letters Patent based thereon including divisions, continuations and reissues thereof as well as non-U.S. counterparts thereof together with all Letters Patent issuing on any of these aforesaid applications for Letters Patent, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms of all of said Letters Patent therefor which may be granted.

Assignor authorizes Assignee to prosecute any of the aforesaid applications for Letters Patent and to receive Letters Patent for the Invention in the U.S. and non-U.S. countries in the name of the Assignee.

Assignor agrees that it will execute or procure any further necessary assurance of title to the Pending Application and Invention and any Letters Patent which may issue therefor and that it will, at any time, upon the request and at the expense of Assignee, deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to said Invention or any Letters Patent that may be granted therefor in Assignee, its successors, assigns, or other legal representatives and that it will, at any time, upon the request and at the expense of Assignee, execute any continuations, divisions, reissues, or any other additional applications for Letters Patent for said Invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to Assignee, and will make all rightful oaths, and do all lawful acts, without further compensation, but at the expense of Assignee, its successors, assigns, or their legal representatives.

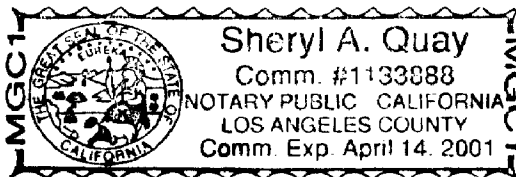
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent in the United States for the Invention resulting from any of the aforesaid applications to the Assignee as sole Assignee.

ELECTRO-OPTICAL  
INFORMATION SYSTEMS

By: Doris P. Fitts  
Title: Director/CFO

Signed and sworn to before me this  
16 day of January, 2001

[Signature]  
Notary Public



OPTON CO., LTD.

By: [Signature]  
Title: president

## ASSIGNMENT OF PATENTS

This Assignment is made this 16 day of February, 2001 between Electro-Optical Information Systems, a United States corporation organized under the laws of the State of California with a principal place of business at 1223 Wilshire Boulevard, No. 314, Santa Monica, California 90403 (the "Assignor") and Opton Co., Ltd., a Japanese corporation with a principal place of business at 970-2 Anada-Chyo, Sato-City, Aichi, Japan 489-8645 (the "Assignee").

WHEREAS, the Assignor represents that it is the sole and exclusive owner of all right, title and interest in and to each of the U.S. Patents listed on the Schedule D hereto (hereinafter the "Patents") and the inventions disclosed and claimed therein (hereinafter the "Inventions").

WHEREAS, the Assignor further represents that no interest in the Patents or Invention has been committed or conveyed to any third party and that it has the right to convey those rights, in their entirety, to the Assignee as hereinbelow set forth.

NOW THEREFORE, in consideration of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee the entire right, title and interest in and to the Inventions, the Patents and any divisional, continuation, and reissue applications thereof as well as non-U.S. counterparts thereof, together with any Letters Patents issuing on any of these aforesaid applications for Letters Patent, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms of all said Letters Patent therefor which may be granted.

Assignor hereby covenants and agrees that it will execute or procure any further necessary assurance of title to the Patents and Invention and that it will, at any time, upon the request and at the expense of Assignee, deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to the Patents and Invention in Assignee, its successors, assigns or other legal representative. Assignor further agrees that it will, at any time, upon the request and at the expense of Assignee, execute any continuations, divisions, reissues, or any other additional applications for

Letters Patent for said Invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to Assignee, and will make all rightful oaths, and do all lawful acts, as requisite for procuring the same, without further compensation, but at the expense of Assignee, its successors, assigns, or their legal representatives.

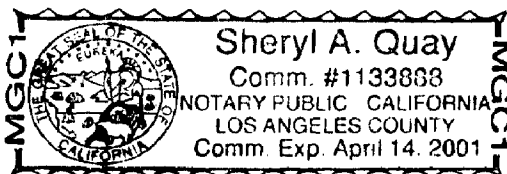
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ELECTRO-OPTICAL  
INFORMATION SYSTEMS

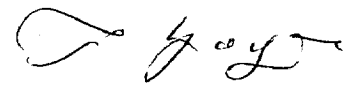
By: Doris C. Fitts  
Title: Director/CFO

Signed and sworn to before me this  
16 day of February, 2001

  
Notary Public



OPTON CO., LTD.

By:   
Title: president

SCHEDULE D

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>Issue Date</u>
5,175,601	"High Speed 3-D Surface Measurement Surface Inspection and Reverse-CAD System"	John M. Fitts	12/29/92
5,319,445	"Hidden Change Distribution Grating and Use in 3D Moire Measurement Sensors and CMM Applications"	John M. Fitts	6/7/94