

06-05-2001



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Document ID#

☐ Correction of PTO Error

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**Conveyance Type**

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

**U.S. Government**

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☐ Departmental File

☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)  Inwave Optics, Inc.

Execution Date  
Month Day Year  
 12152000

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  Katherine Onufryk

Name (line 2)

Address (line 1)  9 Wickford Way

Address (line 2)

Address (line 3)  Fairport

City

NY

State/Country

14450

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name  Duane C. Basch

Address (line 1)  Greenwald & Basch LLP

Address (line 2)  Suite 2490

Address (line 3)  349 West Commercial Street

Address (line 4)  East Rochester, NY 14445

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06/05/2001 6TOM11 00000053 5969790

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**PATENT**  
**REEL: 011846 FRAME: 0572**

## Correspondent Name and Address

Area Code and Telephone Number (716) 387-0280

Name Duane C. Basch

Address (line 1) Greenwald &amp; Basch LLP

Address (line 2) 349 West Commercial Street, Suite 2490

Address (line 3)

Address (line 4) East Rochester, NY 14445

## Pages

Enter the total number of pages of the attached conveyance document  
including any attachments.

# 2

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

## Patent Number(s)


05969790	05323190	05155508
04673263		

If this document is being filed together with a new Patent Application, enter the date the patent application was  
signed by the first named executing inventor.

Month Day Year

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

## Number of Properties

Enter the total number of properties involved.

# 4

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:  
Deposit AccountEnclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-1706

Authorization to charge additional fees:

Yes

☒

No

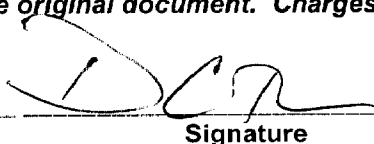
☐

## 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. Charges to deposit account are authorized, as  
indicated herein.

Duane C. Basch

Name of Person Signing



Signature

5/30/01  
Date

EXHIBIT

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, Inwave represents and warrants that it is the sole owner of, and holds good and marketable title to, the following U.S. Patents, as well as any related foreign patents or pending applications, but not limited to those foreign patents listed:

U.S. Patents: 5,969,790, 5,323,190, 5,155,508, and 4,673,263,  
Canadian Patents 1,242,607 and 2,023,875,  
Other Foreign Patents: AU 1520297, WO9723804 and CN1209882;


WHEREAS, Inwave hereby represents and warrants that said title to the patents is free and clear of any and all liens and encumbrances, charges or impositions, and that it is free to convey the entire interest in said patents to Onufryk without the consent of a third party; and

WHEREAS, Onufryk is desirous of obtaining the entire right, title and interest in and to the patents, as well as any related foreign patents or pending applications related thereto;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the release of claims by Onufryk, and other good and valuable consideration, the receipt of which is hereby acknowledged by Inwave, Inwave hereby sells, assigns, and transfers unto Onufryk, her successors, legal representatives and assigns, the entire right, title and interest in, to and under the said letters patents of the United States as indicated above which have been granted and all reissues and extensions thereof, and all applications for Letters Patent which are issued, pending or may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

Inwave, as represented by Mr. Mark Stich, President, warrants that it has the full right to make the conveyance herein, and hereby covenants that its successors, legal representatives and assigns will cooperate, at no obligation to Inwave, in the enforcement of said patents and the recording of those documents necessary to establish the intent of this Agreement.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15<sup>th</sup> day of December, 2000

  
Mark Stich, President

STATE OF WISCONSIN )  
                                  } ss.:  
COUNTY OF \_\_\_\_\_ )

On this 15 day of December, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark Stich, to me known to be the person of that name, who signed and sealed the foregoing instrument and he acknowledges the same to be his free act and deed.

seal

  
Notary Public

GENERAL RELEASE

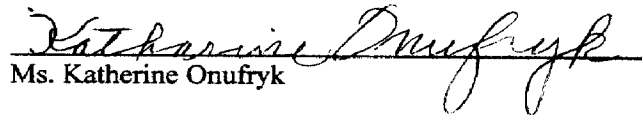
This Agreement is made this \_\_\_\_\_ day of September, 2000, between Ms. Katherine Onufryk, surviving spouse of Michael Onufryk, of 9 Wickford Way, Fairport, New York ("Onufryk") and Inwave Optics, Inc., a Wisconsin Corporation, having a former place of business at 29 W. Milwaukee Street, Janesville, Wisconsin ("Inwave").

WHEREAS, Inwave is in breach of the terms of one or more Purchase Agreements between Mr. Michael Onufryk and Inwave Optics, Inc. (Agreements); and

WHEREAS, Onufryk is desirous of obtaining the entire right, title and interest in and to the various patents and technology licensed under the Agreements;

NOW THEREFORE, in consideration for, and conditioned upon Inwave's execution of, the attached Assignment of Patent Rights (Exhibit) by Inwave, Onufryk covenants that at no time will she, her successors, or her assigns make any claim or commence or prosecute against Inwave, its directors, officers, successors, assigns, customers, or other transferees any suit, action, or proceeding arising from the breach of the various agreements between Mr. Michael Onufryk and Inwave Optics, Inc.

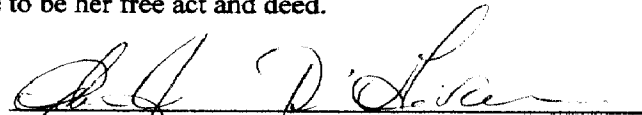
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of October, 2000

  
Ms. Katherine Onufryk

STATE OF New York     )  
                                  } ss.:  
COUNTY OF Monroe )

On this 2 day of October, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ms. Katherine Onufryk, to me known to be the person of that name, who signed and sealed the foregoing instrument and she acknowledges the same to be her free act and deed.

seal

  
Notary Public

ANGELA J. DIGIOVANNI  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 9/30/01