

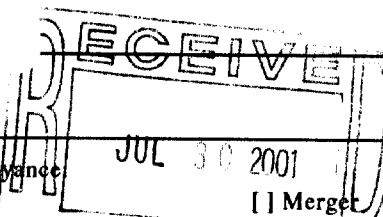
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Execution Date: 17 May 2001

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3. Name of conveying party(ies):

Thomas F. Kelly
Richard L. Martens
Steven L. Goodman

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

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

Imago Scientific Instruments
6300 Enterprise Lane
Madison, WI 53719

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

5. Application or patent number(s):

A. Patent Application No.(s):
(Include filing date)

60/205,456, Filed 19 May 2000
09/861,405, Filed 18 May 2001
PCT/US01/16185, Filed 18 May 2001

Additional numbers attached? Yes No

B. Patent No.(s)
(Include issue date)

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

Intellectual Property Department
DEWITT ROSS & STEVENS S.C.
Firstar Financial Centre
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Madison, WI 53717-1914

7. Total number of application and patents involved: 3

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

Enclosed
 Previously Submitted
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9. Deposit account number: 18-2055
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10. 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.

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Date 7/25/01

Total number of pages including cover sheet: 5

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ASSIGNMENT

This document is an ASSIGNMENT made by:

Thomas F. Kelly of 2021 Chamberlain Avenue, Madison, WI 53705-4076;

Richard L. Martens of 2037 Atwood Avenue, Madison, WI 53704; and

Steven L. Goodman of 858 Terry Place, Madison, WI 53711,

hereinafter referred to as the ASSIGNORS, to Imago Scientific Instruments, a corporation which is organized under the laws of the State of Wisconsin and which is located and doing business at 6300 Enterprise Lane, Madison, WI 53719, hereinafter referred to as the ASSIGNEE.

In exchange for the payment of ten dollars (\$10.00) and other good and valuable consideration provided by ASSIGNEE, the receipt of which is acknowledged:

The ASSIGNORS each sell and assign to the ASSIGNEE, and to the ASSIGNEE's successors and assignees, their entire right, title and interest in the invention entitled **METHODS OF SAMPLING SPECIMENS FOR MICROANALYSIS** set forth in the following patent applications:

U.S. Provisional Patent Application Serial Number: 60/205,456

Entitled: **MINIMALLY INVASIVE METHOD FOR RAPID SAMPLING OF MATERIALS NEAR THEIR SURFACE TO CREATE ATOM PROBE SPECIMENS**

Inventor(s): Thomas F. Kelly; Richard L. Martens

Filing Date: May 19, 2000

U.S. Utility Patent Application Serial Number: 09/861,405

Title (as filed): **METHODS OF SAMPLING SPECIMENS FOR MICROANALYSIS**

Inventor(s): Thomas F. Kelly; Richard L. Martens; Steve L. Goodman

Filing Date: May 18, 2001

Date of Execution: **Concurrently herewith**

PCT Patent Application Serial Number: PCT/US01/16185

Title (as filed): **METHODS OF SAMPLING SPECIMENS FOR MICROANALYSIS**

Inventor(s): Thomas F. Kelly; Richard L. Martens; Steve L. Goodman

Filing Date: May 18, 2001

The ASSIGNEE or the attorney of record are authorized to insert the filing date and serial number of the utility patent application above after such have been established.

This sale and assignment extends to the foregoing applications and any related substitute, refile, divisional, or continuation applications filed in the United States and elsewhere; any subsequent patent applications filed in the United States or elsewhere claiming the benefit of priority to these or any of the aforementioned applications; any patents issuing out of any of the aforementioned applications, and any reissues or extensions of such patents; and any other patent applications or patents relating to the invention set forth in the applications identified above.

The ASSIGNORS each covenant that they have the full right to convey their entire right, title and interest in the invention to the ASSIGNEE, and that they have not executed and will not execute any agreement in conflict with this ASSIGNMENT.

The ASSIGNORS each covenant that they will at any time and upon request execute and deliver any and all papers that may be necessary or desirable to perfect the title in the invention, or the title in any application regarding the invention or in Letters Patent that may be granted for the invention. If the ASSIGNEE or its successors or assignees desire to make substitute, refile, division, or continuation applications for the invention, or to secure a reissue or extension of a Letters Patent for the invention, or to file a disclaimer relating to the invention, or to make an application for a corresponding patent in any foreign country, the ASSIGNORS each covenant that they will at any time and upon request sign all papers, make all rightful oaths, and do all lawful acts necessary for these purposes, provided it is at the expense of the ASSIGNEE.

The ASSIGNORS each acknowledge that their entire beneficial interest in the invention to which the above applications relate is irrevocably vested in the ASSIGNEE, including the right to apply for protection in all countries abroad and the right to claim priority under any International Conventions for such applications, and assent to the making of any such applications and any substitutes, refiles, divisions, or continuations resulting from any such applications, with or without priority claims. The ASSIGNORS each acknowledge that the ASSIGNEE shall hold all interests in the invention as fully and completely as they would have been held by the ASSIGNORS had this ASSIGNMENT not been made.

The ASSIGNORS each covenants that they will at all times communicate to the ASSIGNEE, its successors, assigns, and legal representatives, all facts known to them relating to the invention and any applications or Letters Patent relating to the invention, and testify as to these

facts in interferences or other litigation when requested to do so, provided it is at the expense of the ASSIGNEE.

The Commissioner of Patents is authorized and requested to issue a patent for the invention solely to the ASSIGNEE as owner of the entire right, title and interest therein.

Executed by Thomas F. Kelly on this 17 day of MAY, ~~2000~~ ²⁰⁰¹.

ASSIGNOR: Thomas F. Kelly
Thomas F. Kelly

Thomas F. Kelly (1) appeared before me; (2) provided identification verifying that he is the person whose name and signature is set forth above; (3) verified that he understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his own free will; and (5) either signed the document above, or confirmed that he made the signature above.

State of:
Wisconsin

Mary M. Pata
NOTARY PUBLIC - NAME

SEAL

County of:
Dane

5/17/01
DATE OF NOTARIZATION

My commission expires:
December 5, 2004

Executed by Richard L. Martens on this 17 day of May, 2000.⁰¹

ASSIGNOR: *Richard L. Martens*
Richard L. Martens

Richard L. Martens (1) appeared before me; (2) provided identification verifying that he is the person whose name and signature is set forth above; (3) verified that he understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his own free will; and (5) either signed the document above, or confirmed that he made the signature above.

State of: *May M Putan*
NOTARY PUBLIC - NAME

Wisconsin

5/17/01
DATE OF NOTARIZATION

SEAL

County of:
Dane

My commission expires:
December 3, 2004

Executed by Steven L. Goodman on this 17 day of May, 2000.¹

ASSIGNOR: *Steven L. Goodman*
Steven L. Goodman

Steven L. Goodman (1) appeared before me; (2) provided identification verifying that he is the person whose name and signature is set forth above; (3) verified that he understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his own free will; and (5) either signed the document above, or confirmed that he made the signature above.

State of: *May M Putan*
NOTARY PUBLIC - NAME

Wisconsin

5/17/01
DATE OF NOTARIZATION

SEAL

County of:
Dane

My commission expires:
December 3, 2004