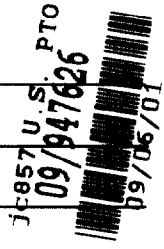


09-18-2001



101846975



To the Honorable

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Paul James Martin
Marie DiPasquale

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

9/6/01

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

Name: Chameleon Optics, Inc.

Internal Address: _____

Street Address: 3401 Market Street, Suite 217

City: Philadelphia State: PA ZIP: 19104

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

09/947624

3. Nature of conveyance:

- (x) Assignment () Merger
- () Security Agreement () Change of Name
- () Other _____

Execution Date: August 20, 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)

B. Patent No.(s)

Additional numbers attached: () Yes (x) No

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

Name: Richard A. Paikoff, Esq.

Internal Address: _____

Street Address: Duane, Morris & Heckscher LLP

One Liberty Place

City: Philadelphia State: PA ZIP: 19103-7396

09/10/2001 TGEDAMU1 00000119 09947626

02 FC:581

40.00 DP

6. Total number of applications and patents involved: (1) One

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

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: 04-1679

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

DO NOT USE THIS SPACE

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.

Richard A. Paikoff, Reg. No. 34,892

Name of person signing

Richard A. Paikoff
Signature

9/6/01
Date

Total number of pages including cover sheet, attachments, and document (3)

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments

ASSIGNMENT

WHEREAS, the undersigned, **Paul James Martin**, a citizen of the United States, residing at **937 Hudson Street, Gloucester City, New Jersey 08030** and **Marie Di Pasquale**, a citizen of the United States, residing at **937 Hudson Street, Gloucester City, New Jersey 08030** (hereinafter referred to as "ASSIGNORS") are the inventors of certain inventions or improvements for **FLEXIBLE ELECTROCHROMIC DEVICES** which they have on the date indicated below next to their signatures executed an application for Letters Patent of the United States;

WHEREAS, **Chameleon Optics, Inc.**, a US corporation, having a mailing address of **3401 Market Street, Suite 217, Philadelphia, Pennsylvania 19104** (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to said application for patent, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States or in any other country;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by said ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said ASSIGNEE, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions, and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its possessions and territories and in all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, sale and transfer not been made.

AND the undersigned ASSIGNORS hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith, and further covenant and agree that they will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent in said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, and reissue applications, to make all rightful oaths, and generally to do

everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in all other countries;

AND ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue to said ASSIGNEE, the entire right, title and interest, in and to any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, ASSIGNORS hereunto set their hand and seal, intending to be legally bound.

Date: August 20, 2001

Paul James Martin
Paul James Martin

Date: August 20, 2001

Marie Di Pasquale
Marie Di Pasquale

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