FORM PTO-1619A U.S. Department of Commerce 01-04-2002 Expires 06/30/99 Patent and Trademark Office OMB 0651-0027 **PATENT** 101933719 ET PATENTS ONL TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies Submission Type Conveyance Type [X] **Assignment Security Agreement** Resubmission (Non-Recordation) License **Document ID#** Change of Name Correction of PTO Error Merger Other Reel # Frame # U.S. Government **Corrective Document** For Use ONLY by U.S. Government Agencies Reel# Frame # Departmental File Secret File **Execution Date** Conveying Party(ies) [X] Mark if additional names of conveying parties attached Month Day Year Name (line 1) Goetz, Alexander 12/17/2001 Name (line 2) Second Party **Execution Date** Month Day Year Name (line 1) Curtiss, Brian 2/17/2001 Name (line 2) Mark if additional names of receiving parties attached **Receiving Party** If document to be recorded Name (line 1) Analytical Spectral Devices, Inc. is an assignment and the receiving party is not Name (line 2) domiciled in the United States, an appointment of a domestic Address (line 1) 5335 Sterling Drive representative is attached. (Designation must be a Address (line 2) Suite A separate document from Assignment.) Address (line 3) Boulder 80301 State/Country **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) FOR OFFICE USE ONLY 00000187 501283 10023395

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Corresponde	ent Name and	d Address	Are	ea Code	and Te	lephone	Numb	er (72	20) 566	6-4016		
Name	Cooley God	lward LLP										
Address (line 1)	One Freedo	m Square						**				
Address (line 2)	Reston Tow	n Center						V-17-11-1				
Address (line 3)	11951 Freed	dom Drive										
Address (line 4)	Reston, Virg	ginia 2019(0-5601									
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Craig A. Neugeboren
Name of Person Signing

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RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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PATENT

Conveying Pa Enter additional Co			Mark if additional nar attached	nes of conveying	g parties	Execution Date Month Day Year
Name (line 1)	Faus, Robert J.			ဥ		12/17/2001
Name (line 2)		***		_E rc.		
Name (line 1)	Feldman, Leonid G.			0233 0233	30/02	Execution Date Month Day Year 12/17/2001
Name (line 2)						
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ASSIGNMENT (Joint)

Alexander Goetz, residing at 4861 Curie Court, Boulder, Colorado, 80301; Brian Curtiss, residing at 7306 Island Circle, Boulder, Colorado, 80301; Robert J. Faus, residing at 7035 Overbrook Drive, Longmont, Colorado, 80503; and Leonid G. Feldman, residing at 221 Cypress Circle, Broomfield, Colorado, 80020; (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled:

System and Method for Grouping Reflectance Data

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(1)	[] provisional	application		
	(a)	[] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	; 01
(2)	[x] non-provis	sional application		
	(a)	[x] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	

WHEREAS, Analytical Spectral Devices, Inc., a corporation duly organized under and pursuant to the laws of Colorado, and having its principal place of business at 5335 Sterling Drive, Suite A, Boulder, Colorado, 80301 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

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1.

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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> PATENT REEL: 012410 FRAME: 0165

Attorney Docket No. ASDI-004/00US

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Date: 12-17-01 By:	Millemet 1. H Jor
	Alexander Goetz
State of Colorado)	
County of Boucoex) ss.	
The preceding Assignment was acknown by Alexander Goetz.	wledged before me this \(\frac{1}{2} \) day of
WITNESS my hand and official seal.	
Noter	Public Palic
My Commission expires: 03/02/02	

Date: 12/17/01 By: Brian Curtiss
State of Colorado)
County of Bourder) ss.
The preceding Assignment was acknowledged before me this day of by Brian Curtiss.
WITNESS my hand and official seal.
Joan m
Motary Public
My Commission expires: $03/02/02$

Date: 12/17/01 By: Kolint/ Jany
Robert J. Faus
State of Colorado)
County of Bouz DEL) ss.
The preceding Assignment was acknowledged before me this \(\frac{1}{2} \) day of \(\text{DECCMBEL} \) by Robert J. Faus.
WITNESS my hand and official seal.
Notary Public
My Commission expires: $03/02/02$

Date: Dec 17, 2001 By: Leonid G. Feldman
State of Colorado)
County of BOSLOCK) ss.
The preceding Assignment was acknowledged before me this 17 day of DECENBER by Leonid G. Feldman.
WITNESS my hand and official seal.
Novary Public
My Commission expires: 03/00/02