

02-28-2002



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|---|---|
| <p>1. Name of party or parties conveying an interest:</p> <p>Kai K.O. Bar<br/>Rainer Gaus</p> <p style="text-align: right;"><i>2.12.02</i></p>  | <p>2. Name and address of party or parties receiving an interest:</p> <p>Name: Advanced Photonics Technologies AG,<br/>Address: Bruckmühler Straße 27, 83052<br/>Bruckmühl-Heufeld, Federal Republic of Germany</p>   |
| <p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment<br/><input type="checkbox"/> Merger<br/><input type="checkbox"/> Change of Name<br/><input type="checkbox"/> Security Agreement</p> <p>Execution Date: November 30, 2001</p>                                  | <p>Other:</p> <p style="text-align: center;">FEB 12 2002</p>  |
| <p>4. Application number(s) or patent number(s). Additional sheet attached?<br/>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p> <p>A. Patent Application no.(s): <u>09/937,995</u> filed September 28, 2001</p>   | <p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.(s):</p>   |
| <p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: Nate F. Scarpelli<br/>Reg. No. 22,320<br/>MARSHALL, GERSTEIN, &amp; BORUN<br/>Address: 6300 Sears Tower<br/>233 S. Wacker Drive<br/>City: Chicago<br/>State: Illinois<br/>Zip: 60606-6402</p> | <p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855</p> |

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Date:

*December 21, 2001*

*Nate F. Scarpelli*  
Nate F. Scarpelli  
Reg. No. 22,320

Total number of pages including cover sheet, attachments, and document: 2

PATENT

REEL: 012605 FRAME: 0502

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 02/27/2002 DBYKNE  
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 01 FC:581

# ASSIGNMENT

110 000 1100

Serial No: 09/937,995  
 Filed: September 28, 2001  
 Title: INFRARED IRRADIATION

For Ten and No 100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assign(s) to ADVANCED PHOTONICS TECHNOLOGIES AG, Bruckmühler Straße 27, 83052 Bruckmühl-Heufeld, FEDERAL REPUBLIC OF GERMANY, (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on November 30, 2001, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize(s) and request(s) the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant(s) themselves (himself/herself) to be the owners (owner) of the interest herein assigned and to have the right to make this assignment and further warrant(s) that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree(s), upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for the aforesaid consideration the undersigned further agree(s) upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS my (our) hand(s) this 30 day of November, 2001.

Witnesses:

1) Alexandra Schweitzer  
 Name:

2) Alexandra Schweitzer  
 Name:

Karl K.O. Bär  
 KAT K.O. BÄR

Rainer Gaus  
 RAINER GAUS