

03-12-2002

Docket No.: 08039-00307

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

S. Brett DeLawter, D.D.S.

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

Name: PocketSpec Technologies Inc.

Address: 3225 E. 2nd Avenue

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Denver

State/Prov.: CO

Country: USA

ZIP: 80206

Execution Date: January 17, 2002

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

09/365,438

August 2, 1999

Additional numbers

☐ Yes ☒ No

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

Name: Gayle L. Strong, Esq.

Registration No. 36,842

Address: LeBoeuf, Lamb, Greene & MacRae, L.L.P.

633 Seventeenth Street, Suite 2000

City: Denver

State/Prov.: CO

Country: USA

ZIP: 80224

6. Total number of applications and patents involved:

1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Gayle L. Strong, Esq., Reg. No. 36,842

Name of Person Signing

Signature

January 29, 2002

Date

6

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

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FINANCE SECTION

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PATENT and PATENT APPLICATION ASSIGNMENT

WHEREAS, Colorimeter LLC, of 1025 North Brand Boulevard, #210, Glendale, California 91202, ("Assignor") as the assignee of U. S. Patent No. 6,157,454, entitled "Miniature Colorimeter," issued December 5, 2000, and as the assignee of an application for Letters Patent of the United States, said application being identified as U.S. Patent Serial No. 09/365,438, filed on August 2, 1999;

AND WHEREAS, PocketSpec Technologies Inc., a corporation of the State of Colorado, having an address of 3225 E. 2nd Avenue, Denver, CO 80206 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, including the right to sue for past infringement, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor, and patent applications therefor;

NOW THEREFORE, be it known that Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do sell, assign transfer and set over unto PocketSpec Technologies Inc., its legal representatives, successors, and assigns, the entire right, title and interest in and of said invention as set forth in the above-mentioned Letters Patent, and patent application, including the right to sue for past infringement, including any provisional, original, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, re-examined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and insure to the benefit of the assigns and legal representatives of Assignors and Assignee.

The Commissioner of Patents is hereby authorized and requested to record ownership of the Letters Patent as identified herein, and issue the Letters Patent solely in accordance with the terms of this Assignment, to PocketSpec Technologies Inc, its legal representatives, successors, and assigns, as the Assignee of the entire right, title and interest therein and to said patent and the invention covered thereby.

IN WITNESS WHEREOF, the party hereto has executed this Assignment as of the date indicated hereunder.

Date: 1-17-2002

By: Colorimeter LLC, Assignor

S. Brett DeLawter, D.D.S.

S. Brett DeLawter, D.D.S., in his capacity
as operating manager for Colorimeter LLC.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

Before me, a Notary Public in and for said County and State, personally appeared the legal representative of Assignor, Colorimeter LLC, S. Brett DeLawter, D.D.S., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 17th day of January,
2002.

[Signature]
NOTARY PUBLIC

[SEAL]

