

FLH Ref. No.: 455610-2530

FORM PTO-1595 R U.S. DEPARTMENT OF COMMERCE . 102029437 (Rev. 6-93) Patent and Trademark Office To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Name of conveying party(ies) 3-4-02 2. Name and address of receiving party(ies) Keith Michael ROBERTS Name: LeCroy Corporation Stephen C. EMS Street Address: 700 Chestnut Ridge Road City: Chestnut Ridge State: New York, Zip: 10977-6499 Additional name(s) of conveying party(ies) attached? ☐ Yes ⊠ No Nature of conveyance:  $\boxtimes$ Assignment Security Agreement Merger Change of Name Other Execution Date: February 8, 2002; February 8, 2002 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) 10/013,600 B. Patent No.(s) Additional numbers attached? Yes X No Name and address of party to whom correspondence concerning Total number of applications and patents involved ......1 document should be mailed: Total fee (37 CFR 3.41).....\$ 40.00 WILLIAM S. FROMMER, ESQ. Name: X Enclosed Internal Address: FROMMER LAWRENCE & HAUG LLP. Authorized to be charged to deposit account #50-0320 745 FIFTH AVENUE Street Address: Deposit account number: 50-0320 (Attach duplicate copy of this page if paying by deposit account) City: NEW YORK State: NY Zip: 10151 Do not use this space 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. GORDON KESSLER, ESQ. February 22, 2002 Name of Person Signing Signatur Total number of pages including cover sheet, attachments, and document): 3 Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503. 08/21/2002 GTON11 00000096 10013600

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Frommer Lawrence & Haug LLP

File No.:

455610-2530 10/013.600

Serial No.: Filing Date:

December 11, 2001

## **ASSIGNMENT**

We, Keith Michael ROBERTS and Stephen C. EMS, who reside respectively at 28 Jordan Court, Chester, New York, 10918 USA and 2 Sterling Mine Road, Sloatsburg, New York, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: PRECISE SYNCHRONIZATION OF DISTRIBUTED SYSTEMS and LECROY CORPORATION, whose address is 700 Chestnut Ridge Road, Chestnut Ridge, New York 10977-6499, USA, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

- 1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct:
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made;

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and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have affixed our signatures.

 $\frac{2/8/o^2}{\text{Date of Signature}}$ 

Lephon (Ems ire: Stephen C. EMS

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