

03-25-2002 Form **PTO-1595** RI U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) 102032268 Atty. Dkt. No. 56728-P004US-10109627 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Manish J. Desai (03/04/02); Name: Commerciant, L.P. Mohammad Husain (03/04/02); and -7-02 Jonathan E. Andersson (03/05/02) Internal Address: Street Address: Additional name(s) of conveying party(ies) 7322 Southwest Freeway, Suite 1820 x No attached? 3. Nature of Conveyance: Assignment Merger Security Agreement Change of Name City: Houston Other Texas Zip: 77074-2010 State: Additional name(s) & Yes Nο **Execution Date:** see Box 1, conveying parties address(es) attached: 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: March 5, 2002 A. Patent Application No.(s): B. Patent No.(s): 10,094873 Additional numbers attached? Name and address of party to whom correspondence Total number of applications and concerning document should be mailed: patents involved: 1 Name: R. Ross Viguet 7. Total fee (37 CFR 3.41) FULBRIGHT & JAWORSKI L.L.P. 40.00 Enclosed Internal Address: Street Address: 2200 Ross Avenue Authorized to be charged to deposit account **Suite 2800** 8. Deposit account number: 06-2380 City: State: Zip: (Attach duplicate copy of this page if paying by deposit account) Dallas 75201 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. March 7, 2002 R. Ross Viguet Name of Person Signing Date Total number of pages including cover sheet, attachments, and documents: 00000069 10094873 03/22**/2002** DBYRNE 40.00 0 **Recordation Form Cover Sheet** I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EL315117499US, in

an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

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Dated: March 7, 2002

01 FC:581

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Manish J. Desai; Mohammad Husain; and Jonathan E. Andersson (hereinafter referred to as Assignors), residing at 4731 Cairnsean Street, Houston, Texas 77084; 19402 Flaxwood Drive, Humble, Texas 77346; and 9000 Full Moon Cove, Round Rock, Texas 78681, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR UNCONTROLLED VELOCITY SCANNING, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Commerciant, L.P., a limited partnership under and pursuant to the laws of Texas having its principal place of business at 7322 Southwest Freeway, Suite 1820, Houston, Texas 77074-2010 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignce, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

25120196.1

PATENT REEL: 012696 FRAME: 0111 AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

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PATENT REEL: 012696 FRAME: 0112

FULBRIGHT & JAWORSKI L.L.P.

David H. Tannenbaum	24,745	Matthew D. Jones	44,810	Michael A. Papalas	40,381
Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	William B. Tiffany	41,347
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	R. Ross Viguet	42,203

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Mansh Derei

Date: March 4, 2002

United States of America

United States of America
State of Texas

County of Harris

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On this 4th day of Manish J. Desai, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution

of the same.

MABLE M. DANIELS Notary Public, State of Texas My Commission Expires September 13, 2005

	I Cohan Huis
	Mohammad Husain
Date: March 4, 2002	
United States of America State of Toyas County of Harris Ounty of Harri	
On this 4th day of Malch personally came Mohammad Husain described in and who executed the foregoing instr	to me known to be the individual
of the same.	X
MABLE M. DANIELS Notary Public, State of Texas My Commission Expires September 13, 2005	Mahlem Laurils Notary Public
Date: March 5,2002	Jonathan E. Andersson
United States of America State of IOLAS) ss.: County of WILLIAMSON)	
On this by day of March personally came Jonathan E. Andersson described in and who executed the foregoing instruction of the same.	, 2002 , before me , to me known to be the individual rument, and acknowledged execution
MINDY E HAHN NOTARY PUBLIC State of Texas Comm. Exp. 11-05-2005	Notaky Public Jahr

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RECORDED: 03/07/2002