

03-26-2002



To the Honorable Commissioner of Pa.

102031642

original documents or copy thereof

1. Name of conveying party(ies):

Brian C. Gauthier

03/14/02

Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)

Name: NLIGHT PHOTONICS CORPORATION

Internal Address:

Street Address:

800 Maynard Avenue S., Suite 100

City: Seattle

State: WA

Zip: 98134

Additional name(s) & address(es) attached: [] Yes [x] No

3. Nature of Conveyance:

[x] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other

Execution Date: March 12, 2002

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 12, 2002

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? [] Yes [x] No

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

Name: William B. Tiffany FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 60988/P014US/10108794

Street Address: 2200 Ross Avenue Suite 2800

City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

[x] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

06-2380

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

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.

William B. Tiffany Name of Person Signing

William B. Tiffany Signature

March 14, 2002 Date

Total number of pages including cover sheet, attachments, and documents:

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EL341171881US, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: March 13, 2002 060158 20097471

Signature: Joy H. Perigo (Joy H. Perigo)

03/25/2002 DIVERS 01 FC:581

40.00/DP

1044 U.S. PTO 10/097471 03/14/02

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Brian C. Gauthier (hereinafter referred to as Assignor), residing at 16535 NE 46th Street, Redmond, Washington 98052;

WHEREAS, Assignor has invented certain new and useful improvements in PASSIVE DEPOLARIZER, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, nLight Photonics Corporation, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 800 Maynard Ave. S., Suite 100, Seattle, Washington 98134 (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, Assignor has sold, assigned, transferred and set over, and by these presents does 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 Assignee, 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 Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants 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, Assignor is 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Assignor hereby requests 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 Assignor hereby grants 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:

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 Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Brian C. Gauthier

Date: 3/12/02

United States of America)
State of Washington) ss.:
County of King)

On this 12th day of March, 2002, before me personally came Brian C. Gauthier, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

