



To the Honorable Commission

102106181

Date: May 21, 2002
Attorney Docket No. 9220-51P

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

G. Yates Fletcher
Tobias Gloth
Herbert Edelsbrunner
Ping Fu

05/21/02

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

Raindrop Geomagic, Inc.
617 Davis Drive, Suite 300
Durham, North Carolina 27713



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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 20, 2002

Additional name(s) & address(es) attached? Yes No

4. Application Serial No. _____ Patent No. 10/152444

If this document is being filed together with a new application, the execution date of the application is: May 20, 2002

Additional numbers attached? Yes No

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

Grant J. Scott
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 27627

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0220

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.

Grant J. Scott #36,925
Name of Person Signing

[Signature]
Signature

May 21, 2002
Date

Total number of pages including cover sheet, attachments and document: 3

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ASSIGNMENT

THIS ASSIGNMENT, made by us, **G. Yates Fletcher**, citizen of United States of America, residing at 104 Bridgeway Court, Cary, North Carolina 27511; **Tobias Gloth**, citizen of Germany, residing at 1625 Discovery Way, Durham, North Carolina 27703, **Herbert Edelsbrunner**, citizen of Austria, residing at 216 Chesley Lane, Chapel Hill, North Carolina 27514; and **Ping Fu**, citizen of the United States of America, residing at 216 Chesley Lane, Chapel Hill, North Carolina 27514

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **METHODS, APPARATUS AND COMPUTER PROGRAM PRODUCTS THAT RECONSTRUCT SURFACES FROM DATA POINT SETS** for which an application for United States Letters Patent has been executed by us concurrently herewith, and

WHEREAS, **Raindrop Geomagic, Inc.**, a Delaware corporation having a principal place of business at 617 Davis Drive, Suite 300, Durham, North Carolina 27713, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20 day of May, 2002.



G. Yates Fletcher (SEAL)



Tobias Gloth (SEAL)



Herbert Edelsbrunner (SEAL)



Ping Fu (SEAL)

Witnessed by:



CRAIG BAXTER

Date: 5/20/02

Date: _____