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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Assistant Commissioner of Patents: Please record the attached original documents or copy thereof.

FINANCE SECTION

1. Name of conveying party(ies):
Elf Engineering, Inc.

07/25/02

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

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Confirmation of Assignment

Execution Date: June 26, 2002

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

Name: Elf Engineering, Ltd.

Internal Address: _____

Street Address: 13604 Alameda School Road

City: Houston

State: TX

Zip: 77047

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

4. 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)

09/248,793

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Edward S. Wright, Esq.

Internal Address: DORSEY & WHITNEY LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

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: 50-2319

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-67113/ESW

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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.

Edward S. Wright
Name of Person Signing


Signature

July 19, 2002
Date

Total number of pages including cover sheet, attachments and document: [5]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Assignment Branch
Washington, D.C. 20231

Rev. 8/93

CONFIRMATION OF ASSIGNMENT

On May 3, 2002, the undersigned, Theodore A. DeLong, executed an Assignment on behalf of Elf Engineering, Inc., transferring the entire right, title and interest in and to United States Patent Application No. 09/248,793, filed February 12, 1999, to Elf Engineering, Ltd. A copy of that assignment is attached.

In the attached assignment, Elf Engineering, Ltd., is incorrectly identified as a limited liability company when, in fact, it is a limited partnership organized and existing under the laws of the State of Texas.

Elf Engineering, Inc. hereby affirms the attached assignment and confirms that the assignee was intended to be, and is, Elf Engineering, Ltd., a limited partnership organized and existing under the laws of the State of Texas.

Executed as of the 26 day of June, 2002.

Elf Engineering, Inc.

By Theodore A. DeLong
Theodore A. DeLong
President

ASSIGNMENT

WHEREAS, Elf Engineering, Inc., a corporation of the State of California, with a place of business at Mountain View, California (hereinafter "Assignor") is the owner by assignment of the following application for United States Letters Patent:

Serial No. 09/248,793

Filing Date: February 12, 1999

Title: A LOW POWER FREQUENCY-MODE MAGNETOMETER

Inventor: John James

WHEREAS, Elf Engineering, Ltd., a limited liability company organized and existing under the laws of the State of Texas, with a place of business at Houston, Texas (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter "patents") thereon granted in the United States and other countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for patents on said invention in other countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and other countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including

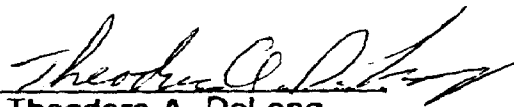
without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has caused this instrument to be executed and delivered to said Assignee as of the 3rd day of May, 2002.

Elf Engineering, Inc.

By 
Theodore A. DeLong,
President