FORM PTO-1595 08 - 02 - 200	HEET U.S. DEPARTMENT OF COMMERCE
(Nev. 0-93)	Patent and Trademark Office
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To the Honorable Commissioner of I 10217636	the attached original documents or copy thereof. 2. Name and address of receiving party(ies):
1. Name of conveying party(ies): Alex Chalmers	2. Name and address of federaling party(les).
79 000 5	Name: American Science and Engineering, Inc.
Charles Squires	Internal Address:
Additional composit of conveying partitions of ached?	
Additional name(s) of conveying party(ies) attached? X No 3. Nature of conveyance:	
_	Street Address: 829 Middlesex Turnnike
Assignment Merger	Street Address: <u>829 Middlesex Turnpike</u>
Security Agreement Change of Name	
Other	City: Billerica State: MA ZIP: 01821
Execution Date: June 25, 2002	Additional name(s) & address(es) attached?
4. Application number(s) or patent number(s):	
If this document is being filed together with a new applicatio	n, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
10/137,715	
Additional numbers atta	ched? Yes X No
	ched? Yes X No
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:
Name and address of party to whom correspondence concerning document should be mailed:	
Name and address of party to whom correspondence concerning document should be mailed: Name: Steven G. Saunders	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)
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Name and address of party to whom correspondence concerning document should be mailed: Name: Steven G. Saunders Internal Address: Bromberg & Sunstein LLP	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)
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Name and address of party to whom correspondence concerning document should be mailed: Name: Steven G. Saunders Internal Address: Bromberg & Sunstein LLP Street Address: 125 Summer Street	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)
Steven G. Saunders Internal Address: Bromberg & Sunstein LLP Street Address: 125 Summer Street City: Boston State: MA ZIP: 02110-1613	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven G. Saunders Internal Address: Bromberg & Sunstein LLP Street Address: 125 Summer Street City: Boston State: MA ZIP: 02110-1613 DO NOT 9. Statement and signature. To the best of my knowledge and belief, the foregoing inform	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven G. Saunders Internal Address: Bromberg & Sunstein LLP Street Address: 125 Summer Street City: Boston State: MA ZIP: 02110-1613 DO NOT 9. Statement and signature. To the best of my knowledge and belief, the foregoing informative original document. Steven G. Saunders Name of Person Signing	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven G. Saunders Internal Address: Bromberg & Sunstein LLP Street Address: 125 Summer Street City: Boston State: MA ZIP: 02110-161: DO NOT 9. Statement and signature. To the best of my knowledge and belief, the foregoing informative original document. Steven G. Saunders Name of Person Signing Total number of pages including of Mail documents to be recorded with	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)

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(Form PTO--1595--Recordation Form Cover Sheet - page 1 of 3)

ASSIGNMENT

ASSIGNOR: Alex Chalmers

Charles Squires

ASSIGNEE: American Science and Engineering, Inc.

829 Middlesex Tumpike Billerica, MA 01821 United States of America

<u>INVENTION</u>: Nautical X-Ray Inspection System

<u>ATTY. DOCKET</u>: 1945/A31

SERIAL NO: 10/137,715

<u>FILED</u>: May 2, 2002

Assignor is the sole inventor (if only one inventor is listed above) or a joint inventor (if more than one inventor is listed above) of the above invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name for the Invention. The Application has a Patent and Trademark Office filing date and serial number as indicated above, or if no filing date and serial number are shown, has a Declaration executed by Assignor contemporaneously with this Assignment.

For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below.

Date:	6/20/02	A to Chalpers
	•	Alex Chalmers, Assignor

COMMONWEALTH OF MASSACHUSETTS	
) ss.
COUNTY OF MIDDLESEX)

Before me, a notary public in and for said county and state, personally appeared Alex Chalmers, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

Notary Public

My Commission Expires: 9-13-07

(seal)

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below.

Date:

Charles Squires, Assignor

COMMONWEALTH OF MASSACHUSETTS

) ss.

COUNTY OF MIDDLESEX

Before me, a notary public in and for said county and state, personally appeared Charles

duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared

Squires, to me known to be the person described in the foregoing instrument, who, being first

the same to be his free act and deed on the date written above opposite his signature.

Notary Public

My Commission Expires: 12/25/2003

(seal)

JOYCE H. ROBINSON Notary Public My Commission Expires Dec. 25, 2003

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RECORDED: 07/29/2002