

08-29-2002

Form PTO-1595 (Rev. 03/01)		RECORDATION FC		NT OF COMMERCE and Trademark Office	
OMB No. 0651-0027 (exp. 5/31/2002)		PATEN		102205443	
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Traceability Systems, Inc. 08-2602			2. Name and address of receiving party(ies) INGOMAR ACQUISITION, LLC Name: _____ Internal Address: _____ Street Address: _____ 2362 Rochester Road City: Ingomar State: PA Zip: 15127		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: August 13, 2002			Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) B. Patent No.(s) 4,810,867; 5,023,437; 5,393,967; 5,677,522; 0,710,382; 2,167,484; 20011506019 Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: David C. Jenkins Internal Address: _____ Eckert Seamans Cherin & Mellott, LLC Street Address: _____ 600 Grant Street, 44th Floor City: Pittsburgh State: PA Zip: 15219			6. Total number of applications and patents involved: 7 7. Total fee (37 CFR 3.41).....\$ 280 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (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. David C. Jenkins Name of Person Signing Signature Date August 24, 2002 Total number of pages including cover sheet, attachments, and documents: 6					

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 13221 FRAME: 0627

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made as of August 13, 2002 by TRACEABILITY SYSTEMS, INC., a Pennsylvania corporation ("Assignor"), to INGOMAR ACQUISITION, LLC, a Pennsylvania limited liability company ("Assignee").

RECITALS:

A. Assignee and Assignor are parties to an Asset Purchase Agreement (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), which include, without limitation, the applications and patents of Assignor.

B. Assignor is the owner of the entire right, title and interest in and to the United States and European Applications for Letters Patents, the United States and European Letters Patents and all of the inventions and improvements listed on Schedule A attached hereto (collectively, the "Patents").

C. Assignor is desirous of acquiring the entire right, title, and interest in and to the Patents.

NOW, THEREFORE, in exchange for the payment of the purchase price, as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers, and sets over unto Assignee the entire right, title, and interest in and to the Patents disclosed for the United States and all foreign countries and any Patent that may issue therefore in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof including all priority rights under the International Convention associated therewith for each country and the Union, Assignee to have and to hold the interests herein assigned to the full ends of the terms of the Patents and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor covenants that it is the lawful owner of the Patents, that the same are unencumbered, and that Assignor has the full right to make this assignment.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Patents in any foreign country that may be necessary or desirable to carry out the purposes thereof.

This Patent Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized officer this 13th day of August, 2002.

TRACEABILITY SYSTEMS, INC.

By: JMS
Printed: James W Speicher
Its: President

COMMONWEALTH OF PENNSYLVANIA

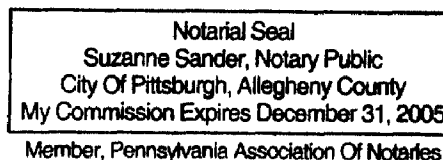
COUNTY OF Allegheny

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On this 13th day of August, 2002, before me, a Notary Public, personally appeared James W Speicher to me known and known to me to be the person who signed the foregoing instrument as President of TRACEABILITY SYSTEMS, INC., a Pennsylvania corporation.

Suzanne Sander
Notary Public

[SEAL]



SCHEDULE A

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Bar Code Marking the Surface of an Object	U.S.	4,810,867	March 7, 1989
Bar Code Marking the Surface of an Object	U.S.	5,023,437	June 11, 1991
Method and Apparatus for Non-Contact Reading of a Relief Pattern	U.S.	5,393,967	February 28, 1995
Method and Apparatus for Non-Contact Reading of a Relief Pattern	U.S.	5,677,522	October 14, 1997
Apparatus for Non-Contact Reading of Relief Pattern	Europe	0,710,382	December 08, 1999
Method and Apparatus for Non-Contact Reading of a Relief Pattern	Canada	2,167,484	February 2, 1995
Method and Apparatus for Non-Contact Reading of a Relief Pattern	Japan	20011506019	May 8, 2001

{J0643523.1}