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Form PTO-1595 (Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lewis S. Wayburn  
Ian G. Spearing  
Charles R. Schmidt, Jr.

2. Name and address of receiving party(ies)

Name: Kryotech, Inc.

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:

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

Street Address: \_\_\_\_\_

2547 Morningside Drive

City: West Columbia State: SC Zip: 29169

Execution Date: August 21, 2002

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)

10/196,354

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Craig N. Killen

Internal Address: \_\_\_\_\_

Nelson Mullins Riley & Scarborough

Street Address: \_\_\_\_\_

P.O. Box 11070

City: Columbia State: SC Zip: 29211

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40

Enclosed

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.

Craig N. Killen

Name of Person Signing

Signature

Aug. 27, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 1

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

PATENT REEL: 013245 FRAME: 0411

Vertical stamp: AUG 30 2002 PATENT & TRADEMARK OFFICE

## ASSIGNMENT

**WHEREAS**, WE, Lewis S. Wayburn, a citizen of the United States, residing at 434 Grantham Road, Irmo, SC 29063; Ian G. Spearing, a citizen of Canada, residing at 209 Oak Bough Court, Lexington, SC 29072; and Charles R. Schmidt, Jr., a citizen of the United States, residing at 137 West Lake Drive, Lexington, SC 29073; have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Letters Patent of the United States titled APPARATUS AND METHOD HAVING MECHANICAL ISOLATION ARRANGEMENT FOR CONTROLLING THE TEMPERATURE OF AN ELECTRONIC DEVICE UNDER TEST, (hereinafter referred to as "said application"), said application having been filed on July 16, 2002 and assigned application Serial No. 10/196,354.

**WHEREAS**, Kryotech, Inc. (hereinafter together with its successors and assigns referred to as "the Assignee"), a South Carolina corporation, having a place of business at 2547 Morningside Drive, West Columbia, SC 29169, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said application; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by us had this Assignment not been made. We hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in our name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or the applicable laws of a particular jurisdiction.

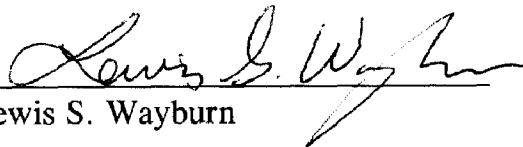
We hereby authorize the responsible officer of the Patent and Trademark Office of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

We hereby represent and warrant that we have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that we will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

We hereby covenant and agree that we will, upon request of the Assignee, communicate to the Assignee any facts known to us relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

**IN TESTIMONY WHEREOF**, we have executed this document on the date(s) indicated below.

Date: 21 AUG 02


  
Lewis S. Wayburn

STATE OF SOUTH CAROLINA            )

)

COUNTY OF LEXINGTON                 )

On this 21<sup>st</sup> day of August, 2002, before me came Lewis S. Wayburn, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

  
\_\_\_\_\_  
Notary Public

My commission expires:      My Commission Expires January 15, 2006

Date: Aug 21, 2002

Ian G. Spearing  
Ian G. Spearing

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF LEXINGTON )

On this 21<sup>st</sup> day of August, 2002, before me came Ian G. Spearing, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Alvin L. R.  
Notary Public

My commission expires: My Commission Expires January 15, 2006

Date: Aug 21-2002

Charles R. Schmidt, Jr.  
Charles R. Schmidt, Jr.

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF LEXINGTON )

On this 21<sup>st</sup> day of August, 2002, before me came Charles R. Schmidt, Jr., to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Alvin L. R.  
Notary Public

My commission expires: My Commission Expires January 15, 2006