

10-11-2002

PATENTS ONLY

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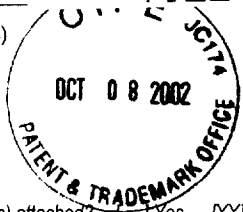


ND TRADEMARKS
or copy thereof

10.902

102248122

1. Name of conveying party(ies)
Eliezer ORON



2. Name and Address of receiving party(ies)

Name: GEO.T.VISION LTD.
Address: 26 Herzal Street
Kfar-Saba 44444
ISRAEL

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

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

3. Nature of conveyance:

Assignment Change of Name Other _____
 Security Agreement Merger

Execution Date: August 14, 2002

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: _____
Date

A. Patent Application No(s).

10/166,728

B. Patent No(s).



Additional numbers attached? Yes No

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

BROWDY AND NEIMARK, P.L.L.C.
624 Ninth Street, N.W.
Suite 300
Washington, D.C. 20001-5303

6. Number of applications and patents involved:

One (1)

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. PTO Form-2038 in the amount of \$40.00 is attached.

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40.00 DP

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.

Norman J. Latker (Reg. No. 19,963)

Name of Person Signing

[Signature]

Signature

10/9/02

Date

NJL:ktg

Total number of pages including cover sheet [03]

ASSIGNMENT

(1-5) Insert Name(s) of Inventors

- (1) Eliezer ORON
- (2) _____
- (3) _____
- (4) _____
- (5) _____

In consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations paid to each of the undersigned, the receipt of which is hereby acknowledged, each of the undersigned agrees to assign, and hereby does assign, and set over to

(6) Insert Name of Assignee

(6) GEO.T. VISION LTD.

(7) Insert Address of Assignee

(7) 26 Herzl Street, Kfar-Saba 44444, Israel

(hereinafter designated as the Assignee) the entire right, title and interest owned by the undersigned for the United States, its territories, dependencies and possessions, in the invention known as

(8) Insert Identification of Invention, such as Title, Case Number or Foreign Application Number

(8) IMAGING DEVICE AND METHOD

for which the undersigned has filed or will file a provisional application, or for which undersigned has executed a non-provisional application for patent in the United States of America

(9) Insert Date of Signing of Application

(9) on _____

(10) Alternative Identification for Filed Applications

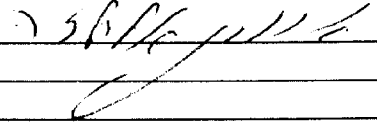
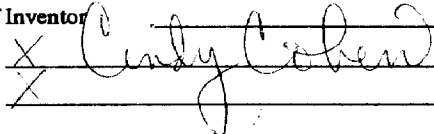
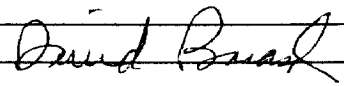
(10) U.S. Application Number 10/166,728

Filed June 12, 2002

and each of the undersigned also agrees to assign, and hereby does assign, transfer and set over to said assignee all provisional and non-provisional applications for patent and any original and reissued Letters Patent of the United States granted for said invention and any divisions, reissues, continuations and extensions thereof and in and to any Letters Patent that may be granted thereon, including the subject matter of any and all claims which may be obtained in every such patent.

- 1) Each of the undersigned agrees to execute all papers in connection with the application and any continuing or divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient or essential to its full protection and title in and to the invention hereby transferred.
- 2) Each of the undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division or re-issue thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) Each of the undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.
- 4) Each of the undersigned agrees to communicate to the Assignee or representatives thereof any facts known to him or her respecting the invention and improvements thereof, and will, upon request, but without expense to him or her, testify in any legal proceedings regarding the invention.
- 5) Each of the undersigned hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed and will not execute, any agreement in conflict herewith.
- 6) Each of the undersigned hereby grants the firm of Browdy and Neimark the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.
- 7) This Assignment shall be binding upon the heirs, executors, administrators, and/or assigns of each of the undersigned, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the Assignee.

In witness whereof, executed by each of the undersigned on the date opposite the name of the undersigned.

| | | | |
|----------|-------------------|-----------------------|--|
| (1) Date | <u>X 14.8.02</u> | Signature of Inventor | <u>X</u>  |
| (2) Date | _____ | Signature of Inventor | _____ |
| (3) Date | _____ | Signature of Inventor | _____ |
| (4) Date | _____ | Signature of Inventor | _____ |
| (5) Date | _____ | Signature of Inventor | _____ |
| Date | <u>X 14.8.02</u> | Witness | <u>X</u>  |
| Date | <u>X 14.08.02</u> | Witness | <u>X</u>  |