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12-17-2002

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(Rev. 10/02)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Chak Sing Richard YEUNG  
Shao Hua DAI  
Qian XIAO

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Motic Incorporation Ltd.

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

Room 2907-8, Windsor House

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

311 Gloucester Road, Causeway Bay

City: Hong Kong State: \_\_\_\_\_ Zip: \_\_\_\_\_

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)

B. Patent No.(s)

US 6,441,958 B1

Additional numbers attached? ☐ Yes ☒ No

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

Name: Barrigar Intellectual Property Group

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

Street Address: 290 - 1675 Douglas Street

Victoria, BC, Canada V8W 2G5

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Robert H. Barrigar

Name of Person Signing

Signature

9 December 2002

Date

12/16/2002 DBYRNE

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Total number of pages including cover sheet, attachments, and documents: 5

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

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 013570 FRAME: 0134

## ASSIGNMENT

WHEREAS:

- A      Chak Sing Richard YEUNG                      of Block1, Flat A, First Floor, Peridot Court, 9 Yu Chui Street, Tuen Men, N.T. Hong Kong;
- Shao Hua DAI                                      of Room 301, 94-3, Hua Sheng Garden, Gu Gong Road, Xiamen, Fujian Province, People's Republic of China; and
- Qian XIAO    5 Floor, Motic Building, Torch Hi-Tech Industrial Development Zone, Xiamen, Fujian Province, People's Republic of China,
- (the "Assignors")

are the inventors of certain inventions or improvements (the "Invention") described and claimed in an application for United States Letters Patent, serial number 09/821,665, entitled:

**DIGITAL IMAGING MICROSCOPE**                      (the "Application").

- B      Motic Incorporation Ltd., a corporation duly constituted under the laws of Hong Kong (the "Assignee") whose head office is at Room 2907-8, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong, is desirous of acquiring the entire right, title and interest to:
- (a)      the Invention;
  - (b)      the Application;
  - (c)      any Letters Patent which may be granted deriving from the Invention;
  - (d)      all continuations, divisions, renewals of or substitutes for the Application; and
  - (e)      any reissue of said Letters Patent (the "Property")
- in all countries except Canada.
- C      The Assignors declare that they have separately assigned the rights to the Invention in Canada.

In consideration of the sum of one hundred dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee agree as follows:

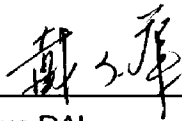
- (1) The Assignors covenant that they have full right to convey the Property and that they have not executed and will not execute any agreement in conflict with this agreement.
- (2) The Assignors assign, transfer and set over the Property to the Assignee.
- (3) The Assignors covenant and agree that they will, upon request and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Property in the Assignee, its successors, assigns, nominees and legal representatives.
- (4) The Assignors covenant to communicate to the Assignee and its nominees, all known facts respecting the Property, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for their own benefit, proper patent protection for said inventions or improvements in any and all countries, all such expense to be born by the Assignee or its successors, assigns, nominees or legal representatives.
- (5) The Assignors authorize the Assignee to file in their name applications for Letters Patent for said inventions or improvements in all countries except Canada, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, for the full term for which said Letters Patent shall be granted, reissued or extended, as fully and entirely as would have been enjoyed by the Assignors had this assignment not been made.
- (6) The Assignors authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any other country except Canada, whose duty it is to issue patents, to issue to the Assignee any and all Letters Patent for said inventions or improvements issued or granted as a result of the Application.
- (7) The Assignor Chak Sing Richard YEUNG ("Yeung") warrants and represents that he is fluent in the English language and completely understands the present deed of assignment and its legal significance. Yeung further warrants and represents that the co-inventors Shao Hua DAI and Qian XIAO have had translated to them and explained to them the content and legal significance of this deed of assignment, and that they have expressed their willingness to execute this deed of assignment of their own free will.

Consulate General of the United States  
Guangzhou, China

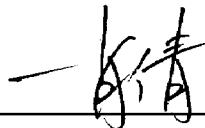
EXECUTED at \_\_\_\_\_  
on 22 AUG 2002, 2002.



Chak Sing Richard YEUNG

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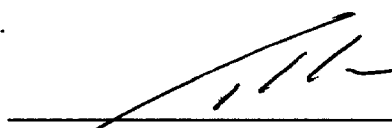
Shao Hua DAI



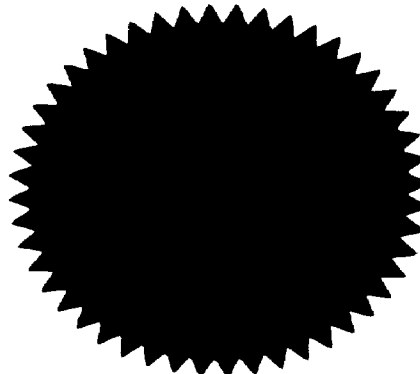
Qian XIAO

Notarial Certificates

On this 7 day of October, 2002, before me, personally appeared  
Chak Sing Richard YEUNG, known to me to be the individual who executed the foregoing  
instrument, and who acknowledged to me that he executed the same of his own free will and for the  
purpose therein set forth.

  
Notary Public in and for British Columbia, CANADA  
My Commission expires on N/A.

**TONY S. T. KWAN**  
**BARRISTER & SOLICITOR**  
**SUITE 500 NORTH TOWER**  
**5811 COONEY ROAD**  
**RICHMOND, B.C. V6X 3M1**  
**PHONE: 276-2765**



On this 22 day of August, 2002, before me, personally appeared Shao Hua DAI, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.



Notary Public in and for \_\_\_\_\_

My Commission expires on NA

**Elizabeth S. Wharton**  
**Vice Consul**

On this 22 day of August, 2002, before me, personally appeared Qian XIAO, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.



Notary Public in and for \_\_\_\_\_

My Commission expires on NA

**Elizabeth S. Wharton**  
**Vice Consul**