

Docket No.: EOTA:101US

FORM PTO-1505 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
POBA/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
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Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
EOTech, Inc.

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

2. Name and address of receiving party(ies):

Name: EOTech Acquisition Corp.

Address: 3600 Green Court

City: Ann Arbor State/Prov.: MI

Country: US ZIP: 48105

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: 09/30/2002

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.	Filing date	B. Patent No.(s)
		<u>5483362</u>
		<u>5815936</u>
		<u>5964668</u>
		<u>6490060</u>

Additional numbers attached?  Yes  No

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

Name: Robert P. Simpson, Esq.

Registration No. 33,034

Address: Simpson & Simpson, PLLC  
5555 Main Street

City: Williamsville State/Prov.: NY

Country: US ZIP: 14221-5406

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41):.....\$ 160.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account


Authorized to be charged to deposit account

8. Deposit account number:  
50-0822

(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 P. Simpson  October 3, 2003

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
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700046810

PATENT  
REEL: 014022 FRAME: 0888

CH \$160.00 600822 6483362

**COMPREHENSIVE ASSIGNMENT OF PROPRIETARY  
RIGHTS IN PATENTS AND PATENT APPLICATIONS**

This is an ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (this "*Assignment*") by EOTech, Inc. (the "*Assignor*") to EOTech Acquisition Corp. (the "*Assignee*").

WHEREAS, Assignor is the owner of certain patents and patent applications; and

WHEREAS, pursuant to the Agreement for Purchase and Sale of Business Assets, dated as of August 1, 2002 (the "*Purchase Agreement*"), by and among the Assignor, the Assignee, Altarum Institute and Michigan Development Corporation, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to such patents and patent applications;

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor DOES HEREBY SELL, CONVEY, TRANSFER, ASSIGN AND DELIVER to Assignee, its successors and assigns forever, all of the right, title and interest of Assignor in and to the patents and patent applications set forth on Exhibit A, and any letters patent which may hereinafter be granted in the United States and all countries throughout the world, including any divisions, renewals continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations or extensions of the patents or patent applications, together with the rights of priority under any international agreements to which the United States adheres, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term.
2. Assignor further transfers and assigns to Assignee all causes of action, rights, and remedies arising under any such patent, patent application and letters patent prior to or after the effective date of this Assignment.
3. Assignor does hereby also assign in all countries of the world any and all of Assignor's right, title and interest in and to any and all copyright property appertaining any drawings or other materials relating to the tangible means of expression and illustration of said patents and patent applications.
4. Assignor pledges and agrees to provide any such further information and documentation as may be necessary to record the assignments effected in Section 1 above in the United States and in any and all other appropriate countries or jurisdictions. Subject to the conditions set forth in the Purchase Agreement, and until the appropriate assignment document is recorded in the particular jurisdiction, Assignor agrees to take any appropriate action or authorize Assignee to take such action in the name of Assignor, in connection with any patents and patent

applications being transferred hereunder, as requested by Assignee, and at the expense of Assignee.

5. Upon notice by Assignee, Assignor does hereby covenant and agree to provide any such further information and documentation as may be necessary to record, in each relevant jurisdiction, the assignments effected in Section 1.

**\*\*\* Signature Page Follows \*\*\***

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date indicated below.

EOTech, Inc.

By: [Signature]  
Name: Anthony Tai  
Title: President

Dated: September 30, 2002

State of Michigan  
County of Washtenaw

Then personally appeared before me the above named Anthony Tai and acknowledged that he or she is an officer of said corporation, that he or she executed the foregoing instrument on behalf of such corporation with authority to do so, and that the signing of the instrument is the free act and deed of the corporation.

Dated this 30<sup>th</sup> day of September, 2002.

(SEAL)

[Signature]  
Notary Public  
Lisa M. Phillips (Print Name)  
My commission expires: 8-23-03

Exhibit A

<u>COUNTRY</u>	<u>PATENT/PATENT APPLICATION</u>	<u>PATENT/ APPLICATION NO.</u>	<u>ISSUE DATE</u>
<u>USA</u>	<u>Patent</u>	<u>5,483,362</u>	<u>1/9/1996</u>
<u>USA</u>	<u>Patent</u>	<u>5,815,936</u>	<u>10/6/1998</u>
<u>USA</u>	<u>Patent</u>	<u>5,964,668</u>	<u>10/12/1999</u>
<u>USA</u>	<u>Application</u>	<u>09/687,624</u>	<u>Filed 10/14/1999</u>