

Form PTO-1595

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MAY 19 2003

05-22-2003

U.S. DEPARTMENT OF
COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 102454735

Send original documents or copy thereof.

1. Name of conveying party(ies): **Diageo Scotland Limited**

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other ()

Execution Date: February 20, 2003

2. Name and address of receiving party(ies)

Name: **Laser Design International LLC**

Internal Address:

Street Address: 140 Seascap Ridge Drive

City: State: Zip: Aptos, CA 95003

Additional name(s) & address(es) attached? No ☒ Yes ☐4. Application number(s) or patent number(s): **5,206,496**

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Cooley Godward LLP**Internal Address: **Patent Group**Street Address: **One Freedom Square
Reston Town Center
11951 Freedom Square**City/State/Zip: **Reston, VA 20190-5656**6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41)\$40.00

☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: **50-1283**

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. (RE) 50-1283. This paper is submitted in duplicate.

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.***Christopher R. Hutter (Reg. 41,087)**

Name of Person Signing

Signature

May 19, 2003

Date

Total number of pages including cover sheet, attachments, and documents: **[5]**1706 01 v1/RE
3NN X011.DOC

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PATENT
REEL: 014083 FRAME: 0099

THIS DEED OF ASSIGNMENT is made the 20th day of February 2003

BETWEEN:

- (1) **Diageo Scotland Limited** a company incorporated under the laws of Scotland with company registration number SC000750 and its registered office at Edinburgh Park, 5 Lockside Way, Edinburgh EH12 9DT ("Diageo"); and
- (2) **Laser Design International LLC** a company incorporated under the laws of the state of California with LLC registration number 1996-145-10044 and whose principle place of business is 140 Seascap Ridge Drive, Aptos, CA 95003 ("LDI").

WHEREAS:

- (A) Diageo is the owner of the patents and patent applications details of which are set out in the Schedule to this Deed of Assignment ("the Patents").
- (B) Pursuant to an agreement relating to the Patents entered into by the parties on the date set out above ("the Agreement"), Diageo is willing to sell and LDI is willing to purchase the Patents on the terms and conditions set out in this Deed of Assignment and subject to the terms and conditions set out in the Agreement.

NOW THIS DEED WITNESSES:

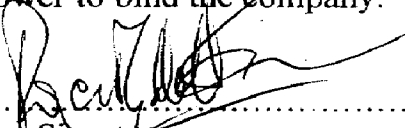
1. In consideration of the covenants given by LDI in the Agreement, Diageo hereby assigns to LDI all of its right, title and interest in the Patents including the right for LDI to take legal or other proceedings to recover damages and claim all other relief in respect of any infringement of the Patents whether any such infringement shall have taken place before or after the date of this Deed of Assignment.
2. Diageo will, at LDI's cost, perform any acts, including without limitation the execution of any documents or the making or swearing of any declarations or oaths, as LDI may reasonably request to ensure that this assignment is effective and to assist LDI in the recording of this assignment.
3. The assignment of the Patents effected by this Deed of Assignment is made by Diageo subject to the terms and conditions of the Agreement. If there is any inconsistency or

conflict between the terms of this Deed of Assignment and the terms of the Agreement, the terms of the Agreement shall prevail.


4. This Deed of Assignment shall be construed and interpreted in all respects in accordance with the laws of England. Both parties accept that all disputes shall be referred to the Courts of England or the Courts of San Francisco, California or the Federal Courts for the Northern District of California.

THIS AGREEMENT has been executed and delivered as a Deed by each party on the date first before written:-

EXECUTED and DELIVERED as a DEED by **Diageo Scotland Limited** acting by two of its corporate executives on behalf of and with the power to bind the company:


.....
First Director Signature

RODER HUGH MYDDELTON
.....
First Director Full Name and Title


.....
Company Secretary/Second Director Signature

JOHN MCMALES
.....
Company Secretary/~~Second Director~~
Full Name and Title

EXECUTED and DELIVERED as a DEED by **Laser Design International LLC** acting by two of its corporate executives on behalf of and with the power to bind the corporation:


.....
First Manager Signature

BRIAN D. LIDGATT, PRESIDENT
.....
First Manager Full Name and Title


.....
Second Manager Signature

Richard R. Heath, CFO
.....
Second Manager Full Name and Title

THE SCHEDULE

The Patents

STATIC SUB-SURFACE LASER MARKING

Country	Filing Date	Application No.	Status:	Publication / Grant No.	BWT Case No.
Euro. Austria	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	E150702	P37418/019
Euro. Switzerland	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/020
Euro. Netherlands	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/021
Euro. Italy	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/022
Euro. Luxembourg	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/023
Euro. Belgium	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/024
Euro. Sweden	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/025
Euro. Denmark	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/026
Euro. Greece	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	3023872	P37418/027
Euro. Spain	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	2102401	P37418/028

STATIC SUB-SURFACE LASER MARKING

Country	Filing Date	Application No.	Status:	Publication / Grant No.	BWT Case No
Euro. German	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	P69125378.1	P37418/029
Euro. France	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/030
Euro. UK	7.1.93 (as of 14.8.91)	91915016.9	Granted 26.3.97	0543899	P37418/031
Hong Kong	24.6.98 (as of 14.8.91)	98106434.4	Granted 9.4.99	1007298A	P37418/040
United States	15.8.91	745170	Granted 27.4.93	5206496	P37418/056
Germany	12.8.91	P4126626.9	Granted 4.8.94	4126626	P37418/057
Portugal	14.8.91	98686	Granted 1.10.98	98686	P37418/062
South Africa	8.8.91	91.6265	Granted 28.10.92	91.6265	P37418/063
Ireland	14.8.91	284/91	Granted 16.4.97	72960	P37418/071
France	14.8.91	91.10360	Granted 7.4.95	2665855	P37418/076
Australia	15.8.91	82470/91	Granted 21.2.95	654287	P37418/077
United Kingdom	14.8.91	9117521.6	Granted 19.4.95	2247677	P37418/078
Japan (PCT)	8.6.93 (as of 14.8.91)	513965/1991	Granted 4.2.00	3029045	P37418/007
Hong Kong	24.6.98 (as of 14.8.91)	98106435.3	Granted 9.4.99	1007299A	P37418/090