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REEL

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

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

1. Name of conveying party(ies):

Z-Tek, Inc.

S-28-03

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☒ Change of Name
☐ Other _____

Execution Date: April 22, 2003

2. Name and address of receiving party(ies)

Name: Beyond3, Inc.

Internal Address: _____

Street Address: 47825 Warm Springs Blvd.

City: Fremont State: CA Zip: 94539

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)

10/002,425; 10-23-2001

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: WEISS, MOY & HARRIS, P.C.

Internal Address: _____

Street Address: 4204 North Brown Avenue

City: Scottsdale State: Arizona Zip: 85251-3914

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:

23-0830

(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.

Jeffrey D. Moy

Name of Person Signing

Signature

May 23, 2003

Date

Total number of pages including cover sheet, attachments, and documents: ☐ 4Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 014105 FRAME: 0974

ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, **Z-Tek, Inc.** has sold, assigned and transferred and do hereby sell, assign and transfer unto **Beyond3, Inc.**, and its successors, assigns and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in "OPTICAL INSPECTION METHOD AND APPARATUS HAVING AN ENHANCED HEIGHT SENSITIVITY REGION AND ROUGHNESS FILTERING " described, illustrated and claimed in an application for Letters Patent of the United States of America, assigned to us previously by the Inventors, together with the entire right, title and interest in and to said application, and in and to Letters Patent which may be issued upon said application, and upon any division, extension, continuation or reissue thereof.

We also hereby sell, assign and transfer unto said **Beyond3, Inc.**, the entire right, title and interest in and to said invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of said inventions and said applications for Letters Patent in foreign countries, and we further authorize said **Beyond3, Inc.**, to apply for Letters Patent in foreign countries directly in its

own name, and to claim the priority of the filing date of the said application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

I hereby authorize and request the Assistant Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to **Beyond3, Inc.**, for the sole use and benefit of said **Beyond3, Inc.**, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by us had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to said **Beyond3, Inc.**

We agree that, when requested, we will, without charge to said **Beyond3, Inc.**, but at its expense, exercise the rights granted to us by the Inventors to request or demand that they sign all papers take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in all countries and for vesting title thereto in said **Beyond3, Inc.**, its successors, assigns and legal representatives or nominees.

We covenant with said **Beyond3, Inc.**, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

Dated: 4/22/2003



Bryan Clark, Chief Executive Officer,
Z-Tek, Inc.