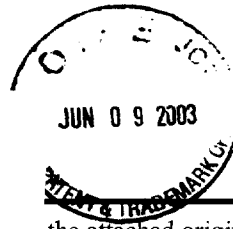


Atty Docket No.: 215603US-13

06-12-2003



6.9.03

FORM PTO-1595
1-31-92

U.S. DEPARTMENT OF COMMERCE
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To the Director of the United States



102471353

the attached original documents or copy thereof.

1. Name of conveying party(ies):

EDM International, Inc.

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

Name: Avistar, Inc.

Address: 2401 Aztec Rd. NE, MS Z-230
Albuquerque, New Mexico 87107

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 31, 2003

Additional name(s) and 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)

10/105,326

B. Patent No.(s)

Additional numbers attached? Yes No

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



22850

Tel. (703) 413-3000
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6. Total applications and patents involved: 1

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

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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.

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6/9/03
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PATENT
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ASSIGNMENT

WHEREAS, EDM International, Inc., having a place of business at 4001 Automation Way, Fort Collins, Colorado, 80525, is the exclusive owner, by assignment, of the entire right, title and interest in and to application (the "Application") for Letters Patent of the United States of America Serial No. 10/105,326, filed March 26, 2002, and the inventions described therein; and

WHEREAS, Avistar, Inc., having a place of business at 2401 Aztec Rd NE, MS Z-230, Albuquerque, New Mexico, 87107 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said Application and the inventions described therein;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, EDM International, Inc. by these presents does sell, assign, and transfer unto said ASSIGNEE the entire and exclusive right, title and interest in and to the Application and the inventions described therein for the United States of America and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent that may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

EDM International, Inc. hereby authorizes and requests the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of its entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and

entirely as the same would have been held by EDM International, Inc. had this Assignment and sale not been made.

Further, EDM International, Inc. agrees that it will communicate to said Assignee or its representatives any facts known to it respecting said inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Assignee, make all rightful oaths, and, generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

IN TESTIMONY WHEREOF, EDM International, Inc. has caused these presents to be signed by its officer hereunto duly authorized.

Date: March 31, 2003

EDM INTERNATIONAL, INC.

By: 

Name: Andrew H. Stewart

Title: President

