

07-31-2003



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PTO-1595 (Rev. 10/02) R  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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): 7-28-03  
Chris W. Rella  
Alexander Katchanov  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Picarro, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 480 Oakmead Parkway  
City: Sunnyvale State: CA Zip: 94085  
Additional name(s) & address(es) attached?  Yes  No


3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Correction to correct State of Incorporation  
Execution Date: 12/2/2002

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) 10/308,779  
B. Patent No.(s) \_\_\_\_\_  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Marek Alboszta  
Internal Address: \_\_\_\_\_  
Street Address: Lumen Intellectual Property  
Services, Inc., 2345 Yale, 2nd Floor  
City: Palo Alto State: CA Zip: 94306

6. Total number of applications and patents involved:   
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Dr. Ron Jacobs Name of Person Signing  
 Signature  
7-25-03 Date

Total number of pages including cover sheet, attachments, and documents:  3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT**

THIS ASSIGNMENT, by

**CHRIS W. RELLA AND ALEXANDER KATCHANOV**

(hereinafter referred to as the Assignors), residing at **Sunnyvale, California; and Sunnyvale, California**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

**Apparatus And Method For Determining Wavelength From Coarse And Fine Measurements**

for which application for Letters Patent has been executed on 12/2/2002, and is attached hereto

WHEREAS,

**Picarro, Inc.**

*Delaware*

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of ~~CALIFORNIA, SUNNYVALE, CALIFORNIA 94085~~, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

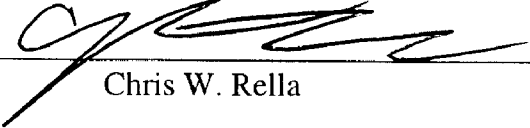
1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

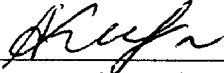
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 29 DEC 02 \_\_\_\_\_  
  
Chris W. Rella  
State: \_\_\_\_\_ County: \_\_\_\_\_  
Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Notary Public

Date: 12/02/02 \_\_\_\_\_  
  
Alexander Katchanov  
State: \_\_\_\_\_ County: \_\_\_\_\_  
Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Notary Public