

Practitioner's Docket No. Sezerman

12-09-2003

PATENT

IN THE UNITED STATE



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ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

Attached please find an assignment (document) for recordal.

**IDENTIFICATION OF APPLICATION(S) AND/OR PATENT(S)
FOR ASSIGNMENT (DOCUMENT) RECORDAL
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))**

- 1. This assignment is for the following patent application and/or issued patent:
 - a. National application: SN: 10/632,111, filed on August 1, 2003

**TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS
AND TOTAL FEE**

- 2. A. The total number of applications and/or patents identified in this cover sheet is: **1.**
- B. The total fee is (37 C.F.R. § 1.21(h)):

1 x \$40.00 = \$40.00

- C. Payment of fee is made by:

Attached is a check in the amount of \$40.00.

Charge any additional fees required by this paper or credit any overpayment in the manner authorized above.

A duplicate of this paper is attached.

12/05/2003 RMEBRAHT 00000014 10632111

05 FC:8021

40.00 DP

**NAME OF PARTIES CONVEYING INTEREST
(37 C.F.R. § 3.31(a)(1))**

3. The parties conveying interest are:

R. J. Dwayne Miller
Michael Armstrong
Shuji Lin

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST
(37 C.F.R. § 3.31 (a)(2))**

4. The rights are being conveyed to:

FEMTONICS CORPORATION
80 St. George Street
Toronto, Ontario M5S 3H6 Canada

**DESCRIPTION OF INTEREST CONVEYED OR
TRANSACTION RECORDED (37 C.F.R. § 3.31(a)(3))**

5. The accompanying document intends to accomplish an assignment.

**NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Name: George M. Cooper
Address: Jones, Tullar & Cooper, P. C.
P. O. Box 2266 Eads Station
Arlington, VA 22202
Telephone No.: 703-415-1500

**DATE ASSIGNMENT (DOCUMENT) EXECUTED
(37 C.F.R. § 3.31(a)(7))**

7. The attached assignment (document) was executed by Michael Armstrong and Shujie Lin on October 22, 2003, and was executed by R. J. Dwayne Miller on October 25, 2003.

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

8. The attached document is in the English language.

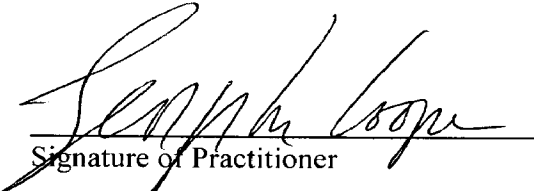
ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

9. Submitted herewith is a true copy of the original document, which I certify to be a true copy.

**STATEMENT (37 C.F.R. § 3.31(a)(9)) AND
SIGNATURE (37 C.F.R. § 3.31(a)(10))**

10. 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.

Date: December 3, 2003


Signature of Practitioner

Reg. No.: 20201
Tel. No.: 703-415-1500
Customer No.: 23294

George M. Cooper
Jones, Tullar & Cooper, P. C.
P. O. Box 2266 Eads Station
Arlington, VA 22202

TOTAL NUMBER OF PAGES BEING SUBMITTED

11. The total number of pages being submitted, **including documents** is: **5**.

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned **R. J. DWAYNE MILLER, MICHAEL ARMSTRONG and SHUJIE LIN**, whose full post office addresses are respectively 21 Elmwood Ave. S., Port Credit, ON L5G 3J6, Canada; 31 Regal Road, Toronto, ON M6H 2J6, Canada; and 264 Westmoreland Ave., Toronto, ON M6H 3A5, Canada:

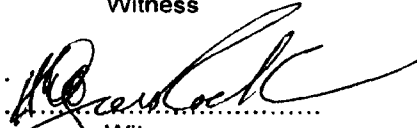
HEREBY sell, assign and transfer to **FEMTONICS CORPORATION** (hereinafter "Assignee") whose full post office address is 80 St. George St., Toronto, ON M5S 3H6, Canada, their successors, assigns and legal representatives, their entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled "**MICROSTRUCTURING OPTICAL WAVE GUIDE DEVICES WITH FEMTOSECOND OPTICAL PULSES**" and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements.

AGREE that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed at Toronto, Ontario, Canada this 22 day of October, 2003.

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Witness



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Witness

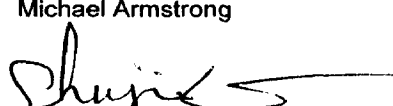


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Witness


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R. J. Dwayne Miller



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Michael Armstrong



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Shujie Lin



ASSIGNMENT

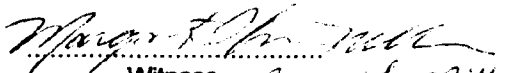
In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned **R. J. DWAYNE MILLER, MICHAEL ARMSTRONG** and **SHUJIE LIN**, whose full post office addresses are respectively 21 Elmwood Ave. S., Port Credit, ON L5G 3J6, Canada; 31 Regal Road, Toronto, ON M6H 2J6, Canada; and 264 Westmoreland Ave., Toronto, ON M6H 3A5, Canada:

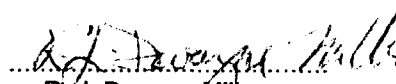
HEREBY sell, assign and transfer to **FEMTONICS CORPORATION** (hereinafter "Assignee") whose full post office address is 80 St. George St., Toronto, ON M5S 3H6, Canada, their successors, assigns and legal representatives, their entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled "**MICROSTRUCTURING OPTICAL WAVE GUIDE DEVICES WITH FEMTOSECOND OPTICAL PULSES**" and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements.

AGREE that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed at Toronto, Ontario, Canada this 25 day of October, 2003.


Witness Margaret Miller


R. J. Dwayne Miller

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Witness

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Michael Armstrong

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Witness

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Shujie Lin