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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1501
(Rev. 03/01)
OMB No. 0651-0027 (Rev. 11/2002)
Tab settings

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

1. Name of conveying party(ies):

Robert Lewis
Chad Thompson
George Varian

2. Name and address of receiving party(ies)

Name: Toolz, Ltd.

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: Unit 6-10, 28/F, Modern Warehouse

6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong

City: _____ State: _____ Zip: _____

Execution Date: June 27, 2003; July 3, 2003

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)

10/414,268

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Larry E. Vierra

Internal Address: _____

Vierra Magen Marcus Harmon & DeNiro LLP

Street Address: _____

685 Market Street, Suite 540

City: San Francisco State: California Zip: 94105

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:

501826

(Attach duplicate copy of this page if paying by deposit account)

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.

Larry E. Vierra, Reg. No. 33,809

Name of Person Signing

[Signature]
Signature

12/5/03
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

PATENT
REEL: 014771 FRAME: 0524

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Robert Lewis,
a resident of 10081 Carmen Road, Cupertino, California 95014;

(2) Chad Thompson,
a resident of 549 Leader Court, Louisville, Colorado 80027; and

(3) George Varian,
a resident of 327 Addison Avenue, Palo Alto, California 94301;

have invented certain new and useful improvements in:

DISTANCE MEASUREMENT DEVICE WITH SHORT DISTANCE OPTICS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X Said application having Application Number 10/414,268 and filed on the 15th day of April, 2003.

WHEREAS Toolz, Ltd. (hereinafter termed "Assignee"), a Hong Kong corporation, having a place of business at Unit 6-10, 28/F, Modern Warehouse, 6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents,

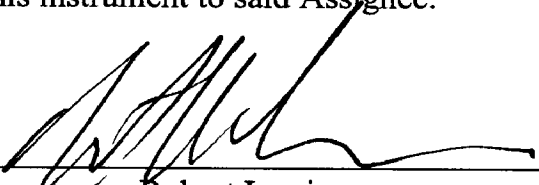
certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

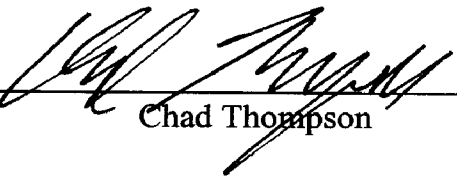
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement as given below and delivered this instrument to said Assignee:

Dated: 6/27/03 (1) 
Robert Lewis

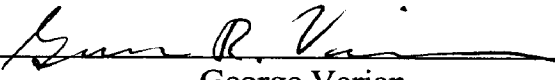
Dated: 6/27/03 (2) 
Chad Thompson

Dated: _____ (3) _____
George Varian

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement as given below and delivered this instrument to said Assignee:

Dated: _____ (1) _____
Robert Lewis

Dated: _____ (2) _____
Chad Thompson

Dated: 2-3-03 (3) 
George Varian