

04-21-2004

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌



:ET

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

102725944

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

1. Name of conveying party(ies):

Wayne C. Boncyk

Ronald H. Cohen

4.19.04

2. Name and address of receiving party(ies)

Name: Evryx Technologies

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: 2445 East Del Mar Boulevard,

Suite 416

City: Pasadena State: CA Zip: 91107

Execution Date: April 11, 2004

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)

PCT/US02/35407

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Rutan & Tucker

Internal Address: Robert Fish

04/20/2004 LMEILLER 00000140 502191 PCT/US02/35407

01 FC:0021 40.00 BA

Street Address: 611 Anton Blvd., 14th Floor

City: Costa Mesa State: CA Zip: 92626

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:

502191

(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.

Robert Fish

Name of Person Signing

Signature

4/16/04

Date

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

Mail documents to be recorded with required cover sheet information to:

Filed together with a new patent application to:

Mail Stop Patent Application

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Not filed with new patent application to:

Mail Stop Assignment Recordation Services

Director of the U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT

REEL: 015229 FRAME: 0144

ASSIGNMENT

WHEREAS, the undersigned, Wayne C. Boncyk and Ronald H. Cohen, both individuals employed by Evryx Technologies, (individually and collectively referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "Image Capture and Identification System and Process", for which a PCT application for Letters of Patent was filed on November 5, 2002, serial number PCT/US02/35407; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Evryx Technologies, a company having its principal place of business at 2445 East Del Mar Boulevard, Suite 416, Pasadena, CA 91107 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

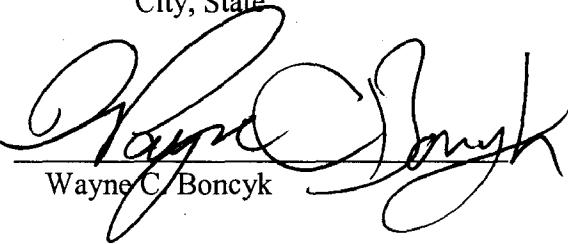
ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

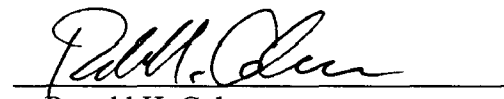
EXECUTED at:

PASADENA, CA, this 12th day of APRIL, 2004
City, State Month

By: 
Wayne C. Boncyk

EXECUTED at:

PASADENA, CALIFORNIA, this 11th day of APRIL, 2004
City, State Month

By: 
Ronald H. Cohen