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SHEET

U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mohsen Shahinpoor

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

3. Nature of conveyance:

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

Execution Date: 6-14-04

2. Name and address of receiving party(ies)

Name: Environmental Robots, Inc.

Internal Address: _____

Street Address: 909 Virginia NE
Suite 205

City: Albuquerque State: NM Zip: 87108

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) _____

B. Patent No.(s) 6,433,543

Additional numbers attached? ☐ Yes ☒ No

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

Name: Andrea L. Mays

Internal Address: Mays & Fain, LLP

Street Address: 6700-B Jefferson NE

Suite 18

City: Albuquerque State: NM Zip: 87109

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:

DO NOT USE THIS SPACE

9. Signature.

Andrea L. Mays

Name of Person Signing

Signature

June 14, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 15

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

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PATENT
REEL: 015478 FRAME: 0423

**ASSIGNMENT OF INVENTIONS,
PATENT APPLICATIONS, AND PATENTS**

From: Mohsen Shahinpoor
To: Environmental Robots, Inc.

FOR GOOD AND VALUABLE CONSIDERATION paid to Assignor by Assignee, receipt of which is acknowledged by Assignor:

1. Assignor declares and agrees that as used in this document ("Assignment") the following terms have the following meaning:

A. "Letters Patents" means and includes both individually and collectively (i) any and all letters patents issued in the United States and anywhere in the world in connection with the invention entitled "Smart Fiber Optic Magnetometer," specifically U.S. Patent No. 6,433,543 ("543 Patent"); and (ii) any patents issuing from direct and indirect divisions, continuations, and continuations-in-part of patent applications corresponding to the '543 Patent; and (iii) any and all reissues or extensions of the '543 Patent; and (iv) any and all rights under any international treaties and conventions, including without limitation the International Convention for the Protection of Industrial Property; and (v) any and all patents that issue in connection with the invention or inventions disclosed in the '543 Patent.

B. "Applications" means and includes both individually and collectively (i) any and all direct and indirect divisional, continuation, and continuation-in-part patent applications of patent applications corresponding to the '543 Patent; and (ii) any and all applications for a patent or patents filed in countries other than the United States ("Foreign Countries") pertaining to the invention described in the '543 Patent.

C. "Invention" means the entire right, title and interest of Assignor in connection with the invention described in the '543 Patent.

D. "Assignor" means Mohsen Shahinpoor.

E. "Assignee" means Environmental Robots, Inc., including (i) any and all subsidiaries, affiliates and controlled companies of Assignee, and (ii) any and all successors, assigns and legal representatives of Assignee.

2. In consideration of the mutual promises provided in this Assignment, Assignor assigns, sells, and conveys the Invention, the Applications, and the Letters Patent to Assignee.

3. Assignor also assigns, sells, and conveys to Assignee any and all improvements and modifications in connection with the Invention.

4. Assignor also assigns, sells, and conveys to Assignee the entire right title and interest of Assignor to file patent applications in Foreign Countries in connection with the Applications and Invention ("Foreign Applications"), including the right to claim all benefits of any and all international conventions in connection with Foreign Applications.

5. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and patent office officials in Foreign Countries who are authorized by the patent laws of the Foreign Countries to issue patents, to issue any and all Letters Patent and other forms of patents in connection with the Invention, Applications, and Foreign Applications to Assignee as owner of the entire right, title and interest in the Invention, and for the sole use and benefit of Assignee.

6. Assignor will, without receiving additional consideration and without expense to Assignor, sign any and all lawful papers and writings, and perform any and all other lawful acts Assignee may request of Assignor which are, in the sole discretion of Assignee, appropriate or necessary to fully implement and make effective this Assignment, including by way of example but not of limitation (i) promptly executing all original, divisional, continuing, continuation-in-part applications,

substitute, reissue, and other United States and Foreign Countries' Applications in connection with the Invention; (ii) promptly executing any and all lawful documents requested by the Assignee to further the prosecution of any Applications in connection with the Invention, and (iii) cooperating with Assignee in executing any and all lawful documents and producing evidence in connection with any nullification, reissue, extension, infringement and invalidity proceedings involving the Invention.

7. Assignor, for the same consideration, represent and warrant to Assignee, and to the Assignee's successors, assigns, and legal representatives, that at the time of execution and delivery of this Assignment, except for any rights, titles and interests that have arisen in favor of Assignee under law or that have already been transferred to Assignee, Assignor is a joint lawful owner of right, title and interest in and to the Invention, Applications, and Letters Patents; that Assignor's entire right, title and interest in and to the Invention, Applications, and Letters Patents are unencumbered; and that Assignor has good and full right and lawful authority to assign, sell and convey their entire right, title and interest in and to the Invention, Applications, and Letters Patents as provided in this Assignment.

Dated: 6/14/04, 2004

ASSIGNOR:

Mohsen Shahinpoor
Mohsen Shahinpoor

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged and sworn to before me this 14th day of June, 2004, by Mohsen Shahinpoor

My Commission Expires:

3/13/07

Judith A. Baca
Notary Public

