



5. Application Number: Application Serial No. 10/779,959 filed February 17, 2004.
6. Total Number of Applications Involved: 1.
7. Total Fee (37 CFR 3.41). \$40.00 due. A credit card payment for this amount is enclosed.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 5. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,



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Wesley W. Whitmyer, Jr., Registration No. 33,558  
Attorneys for Applicants  
ST.ONGE STEWARD JOHNSTON & REENS LLC  
986 Bedford Street  
Stamford, CT 06905-5619  
203 324-6155

## Assignment

**WHEREAS**, We, the undersigned inventors, have made certain inventions or discoveries (or both) as set forth in an application for Letters Patent of the United States of America, entitled **Scanning IR Microscope**, bearing Patent Application Serial No. 10/779,959 and filed on February 17, 2004;

**WHEREAS**, PerkinElmer International. C.V., a corporation organized and existing under the laws of Switzerland, and having an office and place of business at Hunenberg 106, Bosch 106, 6631 Hunenberg, Switzerland together with its successors and assigns is hereinafter called "Assignee", and is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

**NOW THEREFORE**, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation and convention applications, as well as subsequent provisional applications filed on other embodiments of the same subject matter based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patents to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and par-

ticularly to execute and deliver to Assignee all lawful application documents, including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns, which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

**IN WITNESS WHEREOF**, we, Ralph Lance Carter and Robert Alan Hoult, have hereunto set our hands and affixed our seals.

6 April 04  
Date

R L Carter  
**Ralph Lance Carter**  
Corner Lodge, Chinnor Road  
Nr Thame  
Oxon OX9 3QY, Great Britain

**Declaration of Witness**

I declare that I was personally present and did see Ralph Lance Carter, who is personally known to me to be the person named in this assignment, duly sign and execute the same.

Declared at Seer Green UK., on 6th April '04

Naomi J. Crooks  
Signature of Witness

NAOMI J. CROOKS  
Name of Witness

6<sup>th</sup> April 2004  
Date

Robert A. Hoult  
**Robert Alan Hoult**  
Stable Cottage, Finch Lane  
Knotty Green, Beaconsfield  
Bucks HP9 2TL, Great Britain

**Declaration of Witness**

I declare that I was personally present and did see Robert Alan Hoult, who is personally known to me to be the person named in this assignment, duly sign and execute the same.

Declared at Seer Green, UK, on 6th April '04

Naomi J. Crook  
Signature of Witness

NAOMI J. CROOKS  
Name of Witness