PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Eve Carlsruh	05/27/2005

RECEIVING PARTY DATA

Name:	Quantronix, Inc.
Street Address:	380 South 200 West
Internal Address:	P.O. Box 929
City:	Farmington
State/Country:	UTAH
Postal Code:	84025-0929

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10482063

CORRESPONDENCE DATA

Fax Number: (801)531-9168

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801-532-1922

Email: pastivers@traskbritt.com
Correspondent Name: Joseph A. Walkowski

Address Line 1: P.O. Box 2550

Address Line 2: 230 South 500 East, #300 Address Line 4: Salt Lake City, UTAH 84110

NAME OF SUBMITTER: Joseph A. Walkowski

Total Attachments: 2

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> PATENT REEL: 016082 FRAME: 0135

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Quantronix, Inc. ("ASSIGNEE"), a corporation of the state of Utah, having a place of business at 380 South 200 West, P.O. Box 929, Farmington, UT 84025-0929, the 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 Serial No. 10/482,063 filed on December 22, 2003, and entitled OVERHEAD DIMENSIONING SYSTEM AND METHOD, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

PATENT REEL: 016082 FRAME: 0136 **AGREE AND ACKNOWLEDGE** that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

Document in ProLaw

RECORDED: 06/01/2005

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