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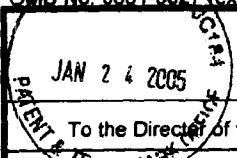
Form **PTO-158** (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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



RECOR

102933117



To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Stephen R. King Thomas Heinke
Paul S. Carlson Stefan H. Warnke

2. Name and address of receiving party(ies)
Name: Raytek Corporation
Internal Address: _____

Execution Date(s) December 14, 2004
Additional name(s) of conveying party(ies) attached? Yes No

Street Address: _____
1201 Shaffer Road

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

City: Santa Cruz
State: California
Country: US Zip: 95061

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
10/883,590
B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Craig N. Killen
Internal Address: _____
Nelson Mullins Riley & Scarborough
Street Address: _____
P.O. Box 11070
City: Columbia
State: South Carolina Zip: 29211
Phone Number: (803) 255-9382
Fax Number: (803) 255-9831
Email Address: craig.killen@nelsonmullins.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Craig N. Killen Jan. 21, 2005
Signature Date
Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

01/27/2005 RFEKADU1 00000003 10883590

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PATENT
REEL: 016204 FRAME: 0183

ASSIGNMENT

WHEREAS, WE, Stephen R. King, a citizen of the United States, residing at 2655 Brommer Street, #7, Santa Cruz, CA 95062; Thomas Heinke, a citizen of Germany, residing at 849 Almar Avenue, No. C-211, Santa Cruz, California 95060; Paul S. Carlson, a citizen of the United States, residing at 115 Greene Street, Santa Cruz, California 95060; and Stefan H. Warnke, a citizen of Germany, residing at 110 Robinson Lane, Santa Cruz, CA 95060, have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Letters Patent of the United States titled THERMAL IMAGER UTILIZING IMPROVED RADIOMETRIC CALIBRATION TECHNIQUE, (hereinafter referred to as "said application"), said application having been filed on July 1, 2004 and assigned application Serial No. 10/883,590.

WHEREAS, RAYTEK CORPORATION (hereinafter together with its successors and assigns referred to as "the Assignee"), a California corporation, having a place of business at 1201 Shaffer Road, Santa Cruz, California 95061, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said application; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by us had this Assignment not been made. We hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in our name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or the applicable laws of a particular jurisdiction.

We hereby authorize the responsible officer of the Patent and Trademark Office of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

We hereby represent and warrant that we have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that we will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

We hereby covenant and agree that we will, upon request of the Assignee, communicate to the Assignee any facts known to us relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

IN TESTIMONY WHEREOF, we have executed this document on the date(s) indicated below.

Date: Dec 14, 2004

Stephen R. King
Stephen R. King

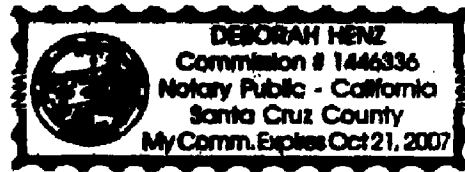
STATE OF CALIFORNIA)
COUNTY OF Santa Cruz)

On this 14th day of December, 2004, before me came Stephen R. King, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Deborah Henz
Notary Public

SEAL ↘

My commission expires: Oct. 21, 2007



Date: ✓ 12/14/04

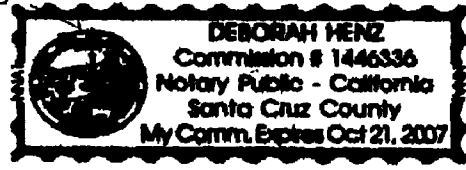
Thomas Heinke
Thomas Heinke

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz)

On this 14th day of December, 2004, before me came Thomas Heinke, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Deborah Henz
Notary Public

SEAL



My commission expires: Oct 21, 2007

Date: ✓ 14 Dec 04

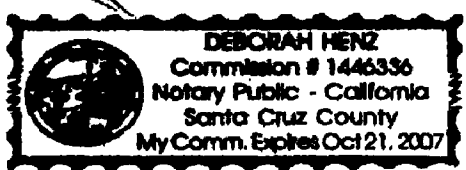
Paul S. Carlson
Paul S. Carlson

STATE OF CALIFORNIA)
COUNTY OF ✓)

On this 14th day of December, 2004, before me came Paul S. Carlson, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Deborah Henz
Notary Public

SEAL



My commission expires: Oct 21, 2007

Date: 12/14/2004

Stef- W-6
Stefan H. Warnke

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz)

On this 14th day of December, 2004, before me came Stefan H. Warnke, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Deborah Henz
Notary Public

My commission expires: Oct 21, 2007

SEAL

