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To the Director of the U.S. Patent and Trade _____ or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Peter Andrekson
Bengt-Erik Olsson
Mathias Westlund
Execution Date(s) 02/08/05, 02/08/05, 02/08/05
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PicoSolve Inc.
Internal Address: _____
Street Address: 8909 Clearwater Ct.
City: Fogelsville
State: PA
Country: USA Zip: 18051
Additional name(s) & address(es) attached? Yes No

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

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s) _____ B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name Wendy W. Koba
Internal Address: _____
Street Address PO Box 556
City Springtown
State PA Zip: 18081
Phone Number: 610-346-7112
Fax Number: 610-346-8189
Email Address: wendykoba@usa.net

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 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: Wendy W. Koba 2/10/05
Signature Date
Wendy W. Koba
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents:

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

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ASSIGNMENT AND AGREEMENT

For value received, we, Peter Andrekson of Fogelsville in the County of Lehigh and State of Pennsylvania, Bengt-Erik Olsson of Hovas in the Country of Sweden and Mathias Westlund of Gothenburg in the Country of Sweden, hereby sell, assign and transfer to PicoSolve Inc. a corporation of the State of Delaware, having an office at 8909 Clearwater Ct., Fogelsville, PA 18051 U.S.A. and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **Polarization Independent Optical Sampling Arrangement** described in an application for Letters Patent of the United States, executed by us of even date herewith, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to PicoSolve Inc. the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize PicoSolve Inc. to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of PicoSolve Inc. to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to PicoSolve Inc. in the United States and in all countries foreign to the United States, or to such nominees as PicoSolve Inc. they may designate.

We agree that, when requested, we shall, without charge to PicoSolve Inc. but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

Peter Andrekson

Peter Andrekson

Date: 2/8/2005

United States of America)

State of) ss:

County of)

On this 8 day of Febr., 2005, before me personally came Peter Andrekson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Ingela Kallenberg
Notary Public

Ingela Kallenberg
+46 (0)31 772 8030

Bengt-Erik Olsson
Bengt-Erik Olsson

Date: 02/08/05

United States of America)

State of) ss.:

County of)

On this 8 day of Febr, 2005, before me personally came Bengt-Erik Olsson to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Ingrida Halmgren

Notary Public

Ingrida Halmgren
+46 (0) 31 772 80 30

Mathias Westlund

Mathias Westlund

Date: 2/8/2005

United States of America)

State of) ss.:

County of)

On this 8 day of Febr., 2005, before me personally came Mathias Westlund to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Ingeborg Rosberg
Ingeborg Rosberg
Notary Public

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