

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee's name previously recorded on Reel 008130 Frame 0099. Assignor(s) hereby confirms the assignment of the entire interest.

**CONVEYING PARTY DATA**

Name	Execution Date
Itzhak Pinto	06/13/1996
Barbara Lyn Perozek	06/13/1996
John Francis Chessa	06/13/1996

**RECEIVING PARTY DATA**

<b>Name:</b>	Kirby Lester, Inc.
<b>Street Address:</b>	470 West Avenue
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	5768327

**CORRESPONDENCE DATA**

**Fax Number:** (203)323-1803  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**Phone:** 203 323-1800

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**Correspondent Name:** Gordon & Jacobson, P.C.

**Address Line 1:** 60 Long Ridge Road

**Address Line 2:** Suite 407

**Address Line 4:** Stamford, CONNECTICUT 06902

<b>NAME OF SUBMITTER:</b>	David P. Gordon
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Total Attachments: 5  
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09-16-1996



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R SHEET  
LY 40-508/663488  
Docket No.: KLI-004

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of Conveying party(ies):  
Itzhak P. Peretz  
Barbara Lyn Perozek  
John Francis Chessa  
Additional name(s) & address(es) attached?  Yes  No

2. Name and address of receiving party(ies):  
Kirby-Lester, Inc.  
470 West Avenue  
Stamford, CT 06902  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance: **MRD 6-13-96**  
 Assignment  Merger  
 Security Agreement  Change of Name  
Execution Date:

67479 U.S. PTO  
  
09/13/96

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)

5. Name and address of party to whom correspondence concerning document should be mailed:  
David P. Gordon, Esq.  
65 Woods End Road  
Stamford, CT 06905  
Tel: 203-329-1160

6. Total number of applications and patents involved:  
one  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to charge deposit account  
8. Deposit account number:

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
David P. Gordon  
Name of Person Signing  
*David P. Gordon*  
Signature  
JUNE 13, 1996  
Date

Total number of pages including cover sheet, attachments, and document: 3

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PTO

WHEREAS, we, **Itzhak Pinto, Barbara Lyn Perozek and John Francis Chessa**, hereinafter referred to as the "Inventors", citizens of Israel, the US and the US, respectively, whose post office addresses are respectively,

117 Thunder Hill Drive, Stamford, CT 06902;  
41 Pine Hill Avenue, Ap't C4, Stamford, CT 06906; and  
41 Pine Hill Avenue, Ap't C4, Stamford, CT 06906

have invented certain new and useful improvements in

**METHOD AND APPARATUS FOR OPTICALLY COUNTING  
DISCRETE OBJECTS**

as described and set forth in an application for Letters Patent of the United States of America, executed by us on the 13<sup>th</sup> day of June, 1996 (Docket No. KLI-004).

AND WHEREAS, **KIRBY LESTER, INC.**,

hereinafter referred to as the "said COMPANY", a corporation duly organized, incorporated, and existing under the laws of Connecticut, and having a place of business at **470 West Avenue, Stamford, CT 06902** is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that we, the Inventors, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND we do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignees of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND we do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.

AND we, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and

applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

The undersigned hereby grant David P. Gordon, Esq. the power to insert on this Assignment any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

IN WITNESS WHEREOF, we, **Itzhak Pinto, Barbara Lyn Perozek and John Francis Chess**, have hereunto set our hands and seals this 13<sup>th</sup> day of JUNE, 1996.

[Signature] (L.S.)

[Signature] (L.S.)

[Signature] (L.S.)

State of Connecticut )  
County of Fairfield )

ss: STAMFORD

BE IT KNOWN, that on this 13<sup>th</sup> day of JUNE 1996, personally appeared, **Itzhak Pinto, Barbara Lyn Perozek and John Francis Chess**, to me known and known to me to be the individuals described in and who executed the foregoing assignment and they acknowledged to me that they executed the same.

[Signature]  
Notary Public,  
COMMISSIONER OF THE SUPERIOR COURT

S E A L

My commission expires :