Atty. Docket No. 4757-4153 4757-4153US1

07-07-2005 103035627

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## To The Honorable Commissioner of Patents and Trademarks:

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<ul> <li>Name of conveying party(ies):</li> <li>Thomas Rapoza</li> <li>Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No</li> </ul>	2. Name and address of receiving party(ies): Name: Gerber Technology, Inc. Address: 24 Industrial Park Road West Tolland, CT 06084  Additional name(s) & addresses attached? Yes No	
3. Nature of conveyance:  ☐ Assignment  ☐ Other  Execution Date(s): May 31, 2005	4. Patent Application number(s)  60/505,238; Filed September 23, 2003, and 10/948,489; Filed September 23, 2004	
5. Name and address of party to whom correspondence	6. Total number of applications involved: 2	
concerning document should be mailed: Name: Andrew M. Riddles, Esq. Address: Morgan & Finnegan, L.L.P. 3 World Financial Center New York, New York 10281	7. Total fee (37 CFR 3.41): \$80.00  ☐ Two (2) checks in the amount of \$40.00 are enclosed. ☐ Charge to Deposit Account No.13-4500, Order No. ☐ Charge any deficiencies to Deposit Account 13-4500, Order No. 4757-4153US1. (A duplicate copy of this sheet is enclosed)	
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**PATENT** REEL: 016741 FRAME: 0922

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### ASSIGNMENT OF APPLICATION FOR PATENT

#### WHEREAS:

Thomas Rapoza, residing at, 44 Vinetta Drive, Vernon, CT 06066

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

# METHOD OF SYMMETRICALLY LOCATING A PATTERN PIECE RELATIVE TO WORK MATERIAL HAVING A VARIABLE REPEAT PATTERN

$\boxtimes$	for which provisional patent application number 60/505238, has been filed on September
	23, 2003; and

$\boxtimes$	for which application for Letters Patent of the United States has been filed on September
	23, 2004, under Serial No. 10/948,489, and

#### WHEREAS:

Gerber Technology, Inc., doing business at 24 Industrial Park Road West, Tolland, CT 06084

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

## NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for valuable consideration by ASSIGNEE to ASSIGNOR(S), the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as

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PATENT REEL: 016741 FRAME: 0923 assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues or reexaminations of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths. execute and deliver all such disclaimers and all divisional, continuation, reissue and reexamination applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors. legal representatives and assigns.

Signed:	
(1) Dheff	Date <u>5/31/05</u>
(2)	Date
(3)	Date
(4)	Date
(5)	Dete
(5)	Date

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RECORDED: 07/05/2005