

joint

ASSIGNMENT

WHEREAS, We, the undersigned, JOHN GARMAN of 3102 Lees Avenue, Long Beach, California 90809 and NAHUM GAT of 1227 9th Street, Manhattan Beach, California 90266 have jointly invented a new and useful invention in a METHOD AND APPARATUS FOR USING TEMPERATURE CONTROLLED VARIABLE DIAPHRAGMS OR SWAPPABLE FIXED APERTURES WITH INFRARED CAMERAS for which we have each executed application papers for United States Letters Patent thereon and which was filed and is presently pending in the United States Patent and Trademark Office as application serial No. 10/250,016, filed May 28, 2003, and

WHEREAS, We verily believe ourselves to be the original first and joint inventors of the invention set forth in said application for Letters Patent and represent that we have not conveyed or hypothecated any right or interest therein except to the assignee hereinafter identified, and

WHEREAS, OPTO-KNOWLEDGE SYSTEMS, INC., a corporation of the state of California, sometimes hereinafter referred to as the "Assignee", whose postal address is 4030 Spencer Street, Suite 108, Torrance, California 90503-2442 is desirous of acquiring the entire and exclusive right, title and interest in and to said invention, and all patent applications which may be filed thereon, and any and all Letters Patent which may be granted or issued therefor in the United States and throughout the world, including any and all divisions, continuations, reissues, and extensions of any of the foregoing:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to said invention, patent applications and any Letters Patent which may be granted or issued for said invention in the United States and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by us had this assignment not been made, and We hereby authorize and request the Commissioner for Patents of the United States and the duly constituted authorities of foreign countries to issue all Letters Patent relating to the foregoing assigned rights to said assignee, its successors and assigns.

We will promptly, upon request, and without further compensation, but at no out-of-pocket cost or expense to us, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the said

assignee, its successors and assigns may be necessary or desirable for obtaining, sustaining or reissuing United States and foreign Letters Patent relating to the foregoing assigned rights, and for perfecting, affirming, recording and maintaining the title of said assignee, its successors and assigns thereto, and that We will generally cooperate to the fullest extent in all matters pertaining to said invention and patents, and said assignee's title thereto.


This assignment is confirmatory of the understanding held with the assignee that the invention and patent rights referred to herein was owned by the assignee and, accordingly, this assignment shall be effective retroactively as of the 23rd day of May, 2003, the date of filing of the cited application for patent.

IN WITNESS WHEREOF,

I have executed this instrument of

assignment at Torrance, State of California,

this 20th day of July, 2005.



JOHN GARMAN

I have executed this instrument of

assignment at Torrance, State of California,

this 20 day of July, 2005.



NAHUM GAT

doc. 11361