

7-20-05

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07-27-2005

To the Honorable commissioner of Patents  
Please record the attached original docur



103049080

receiving party(ies):

113260 U S PTO  
29/234596



1. Name of conveying party(ies):  
Paul C. Sydlowski  
Lance Hazelton  
Craig Henshaw

Name: Orion Research, Inc.

Street Address: 500 Cummings Center

City: Beverly

State: MA Zip: 01905

Additional name(s) of conveying party(ies) attached?  Yes  No

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

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other

Execution Date: June 8, 2005

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: June 8, 2005

A. Patent Application No.(s)

B. Patent No. (s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martin J. O'Donnell

Street Address: Cesari and McKenna, LLP  
88 Black Falcon Avenue

City: Boston State: MA Zip: 02210

6. Total number of applications and patents involved: ..... 1

7. Total fee (37 CFR 3.41) ..... \$40.00  
 Enclosed

Authorized to be charged to deposit Account

8. Deposit account no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Martin J. O'Donnell, Reg. No. 24,204

July 20, 2005

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

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PATENT  
REEL: 016828 FRAME: 0440

## ASSIGNMENT

Whereas We, Paul C. Sydlowski, whose residence address is 14 Summer Street, Danvers, MA 01923, Lance Hazelton, whose residence address is 68 Hammond Street, Roxbury, MA 02120, and Craig Henshaw, whose residence address is 604 Tremont Street, Apt. #4, PO Box 180185, Boston, MA 02118, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled Ionic Meter, identified by Cesari and McKenna File No. 103184-0012, which application was executed by us on June 8, 2005; and

Whereas Orion Research, Inc., whose address is 500 Cummings Center, Beverly, MA 01905, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

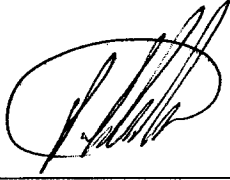
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful

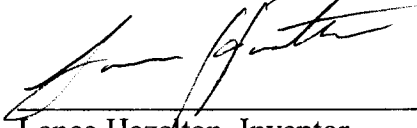
affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

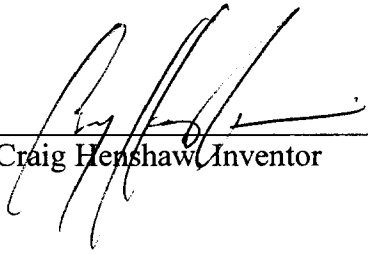
6/8/05  
Date

  
Paul C. Sydlowski, Inventor

6/8/05  
Date

  
Lance Hazelton, Inventor

6.08.05  
Date

  
Craig Henshaw, Inventor