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08-12-2005

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To the Director of the U.S. Patents and Trademark Office at the address or the new address(es) below.

1-19-05

1. Name of conveying party(ies)/Execution Date(s):  
Johann ENGELHARDT

Execution Date(s) 12/10/2004  
Additional name of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Leica Microsystems Heidelberg GmbH

Internal Address: \_\_\_\_\_

Street Address: Am Friedensplatz 3

City: Mannheim

State: \_\_\_\_\_

Country: Germany Zip: 68165

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 number(s) or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: William C. Gehris

Internal Address: DAVIDSON, DAVIDSON & KAPPEL, LLC

Street Address: 485 Seventh Avenue, 14<sup>th</sup> Floor

City: New York

State: NY Zip: 10018

Phone Number: (212) 736 1940

Fax Number: (212) 736 2427

Email Address: ddk@ddkpatent.com

6. Total number of applications and patents involved:

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 50-0552  
Authorized User Name \_\_\_\_\_

9. Signature :

January 17, 2005

Signature

Erik R. Swanson

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

4

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

**ASSIGNMENT**

WHEREAS, I (We); Johann ENGELHARDT, residing at Schiessmauerweg 6, D-76669 Bad Schoenborn, Germany; ASSIGNOR(S), have invented certain new and useful improvements in **OPTICAL DEVICE FOR THE COMBINATION OF LIGHT BEAMS**, an application for a Patent of the United States (for) which:

I (we) am (are) about to execute;  
 was executed on \_\_\_\_\_ (date(s));  
 is identified by Davidson, Davidson & Kappel, LLC, Docket No. 5005.1090;  
 was filed on \_\_\_\_\_ Serial No. \_\_\_\_\_  
 I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel, LLC of 485 Seventh Avenue, 14<sup>th</sup> Floor, New York, New York 10018 to insert here in parentheses (Application number \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known; and

WHEREAS, Leica Microsystems Heidelberg GmbH, Am Friedensplatz 3, D-68165 Mannheim, Germany, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and


I (WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and

I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated: 12 / 10, 2004

  
\_\_\_\_\_  
Johann ENGELHARDT