

12-16-2005

RECORDATION FORM COVER SHEET

Document ID No.: 103041439

PATENTS ONLY



103138748

To the Director of the U.S. Patents and Trademark Office: Please record the attached c

1. Name of conveying party(ies):

Joseph K. Price

2. Name and address of receiving party(ies)

Name: Analytical Technologies, LLC

Internal Address:

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

3. Nature of conveyance:

Execution Date(s) **November 10, 2004**

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Technology Transfer Agreement

Street Address: 803 Fleming Drive

P.O. Box 1419

City: Morganton

State: NC

Country: USA Zip: 28655

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/748,704

60/642,077

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: T. Benjamin Schroeder

Internal Address:

Street Address: 1001 West Fourth Street

City: Winston-Salem

State: NC Zip: 27101

Phone Number : 336-607-7486

Fax Number: 336-607-7500

Email Address: bschroeder@kilpatrickstockton.com

6. Total number of applications and patents involved: 1

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 1001
Expiration Date 08/06

b. Deposit Account Number 16-1435

Authorized User Name John Harrington

9. Signature :

T. Benjamin Schroeder

December 12, 2005

Signature

Date

T. Benjamin Schroeder

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

16

Name of Person Signing

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

12/15/2005 ECOOPER 00000008 10748704

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PATENT
REEL: 017347 FRAME: 0392

TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (this "Agreement") is dated November 10th 2004, and is by and between Joseph K. Price, an individual resident of North Carolina having an address at 2216 North Point Drive, Nebo, North Carolina (hereinafter "Transferor"), and Analytical Technologies LLC, a North Carolina corporation having an address at 803 Fleming Drive, PO Box 1419, Morganton, North Carolina 28655 (hereinafter "Company").

WITNESSETH

WHEREAS, the Transferor is the President and shareholder of the Company; and

WHEREAS, in the course of performing services for the Company, Transferor has developed certain Technology (as defined below)

WHEREAS, the Transferor wishes to transfer all of Transferor's right, title, and interest in and to the Technology (as defined below) to the Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the payment of \$10.00 by Company to Transferor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and more expressly set forth herein, Transferor and Company, intending to be legally bound, hereby agree as follows.

1. Definitions.

(a) "Technology" shall mean any information, know-how, devices, inventions, or discoveries, whether patentable or not, and programs, software, mask works, or works of authorship, whether copyrightable or not, owned by Transferor and relating to the technology described on Schedule A, attached hereto.

(b) "Improvements" shall mean any development, modification, or improvement of the Technology, whether patentable or not, made by Transferor or the Company or jointly.

(c) "Subject Patent Application(s)" shall mean the patent applications listed on Schedule B, attached hereto and incorporated herein by reference, and any patent application in the United States or in a foreign country that covers (i) the Technology and/or (ii) Improvements made solely by Transferor or jointly by Transferor and the Company.

(d) "Subject Patent(s)" shall mean the patents listed on Schedule B, attached hereto, if any, and any patent that issues on a Subject Patent Application.

(e) "Subject Copyright Interests" means the interests Transferor may own in copyrights in and to the Technology or Improvements, including the registered copyrights listed

on Schedule C, attached hereto, and any renewal or extension thereof, together with all other copyright interests accruing by reason of international copyright conventions and any moral rights pertaining thereto, including the right to sue for, settle, or release any past, present, or future infringement thereof.

(f) "Subject Trademark Interests" means the interests Transferor may own in the United States and foreign registered and common law trademarks and service marks listed on Schedule D, attached hereto, together with all other trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

2. **Conveyance.**

(a) Effective as of the date hereof, Transferor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Company all of Transferor's right, title, and interest in and to both the tangible and the intangible property constituting the Technology, Improvements, Subject Patent Applications, Subject Patents, Subject Copyright Interests, and Subject Trademark Interests including the following corporeal and incorporeal incidents to the Technology:

(i) Title to and possession of the media, devices, and documentation that constitute all copies of the Technology, its component parts, and all documentation relating thereto, possessed or controlled by Transferor; and

(ii) All right, title, and benefit of Transferor in and to the inventions, discoveries, improvements, ideas, trade secrets, patent disclosures, know-how, confidential information, and all other intellectual property owned or claimed by Transferor pertaining to the Technology.

(b) Effective as of the date hereof, Transferor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Company all of Transferor's right, title, and interest in and to the domain names set forth on Schedule D attached hereto.

(c) Transferor agrees at Company's reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Without limiting the generality of such undertaking, Transferor agrees:

(i) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Subject Patent Applications, Subject Patents, Subject Copyright Interests, and Subject Trademark Interests, including but not limited to the Patent Assignment attached hereto as Exhibit A;

(ii) To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Company in the Subject Patent Applications, Subject Patents, Subject Copyright Interests, and Subject Trademark Interests; and

(iii) To perform any other acts deemed necessary to carry out the intent of this Agreement.

(d) Transferor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Transferor's agents and attorneys-in-fact, with full power of substitution, to act for and in its behalf and instead of Transferor, to execute such documents to further the conveyances described in this Section 2 with the same legal force and effect as if executed by Transferor.

3. **Payment.** As consideration for the transfer and assignments made hereunder, the Company shall pay the Transferor \$10.00.

4. **Representations and Warranties.** Transferor represents and warrants to the Company that:

(a) Transferor is the sole and exclusive owner of the Technology and has full and exclusive right to assign the rights assigned herein;

(b) all of the Technology, Subject Patents, Subject Patent Applications, Subject Copyright Interests, and Subject Trademark Interests are free of all claims, liens, encumbrances, and the like of any nature whatsoever;

(c) the execution, delivery, and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate or contravene arrangement, understanding, or agreement to which Transferor is a party or by which Transferor is bound;

(d) no claim, whether or not embodied in an action past or present, of any infringement of, conflict with, or violation of any patent, trade secret, or other intellectual property right or similar right has been made or is pending against Transferor or an entity from which Transferor has obtained such rights to the Technology.

5 **Trade Secrets.** For purposes of this Agreement, "Trade Secrets" means the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, or improvement included in the Technology that are valuable and not generally known to the business concerns engaged in the development or marketing of products competitive with the Technology. From and after the date of execution hereof, and for so long thereafter as the data or information remains the Trade Secrets, Transferor shall not use, disclose, or permit any person (i) under Transferor's control or supervision and (ii) not authorized by Company to obtain any Trade Secrets (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized in writing by Company.

6. **Miscellaneous** This Agreement expresses the entire agreement between the parties hereto regarding the matters set forth herein, and supersedes any prior written or oral understanding or agreements. This Agreement may not be modified, amended, supplemented or waived except by a writing duly signed by the authorized officers of the parties hereto, and such writing must refer specifically to this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and this Agreement shall be of no force and effect until it has been executed by all parties hereto. This Agreement shall be construed and interpreted in accordance with the internal laws and judicial decisions of the State of North Carolina without giving effect to the choice of law or conflict of laws principles thereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Technology Transfer Agreement effective as of the date first above written.

Analytical Technologies LLC

By: _____

Name: _____

Title: _____

Joseph K. Price

STATE OF NC
COUNTY OF Cherokee

On this 10th day of Nov, 2004, before me, a Notary Public in and for said State,
personally appeared Joseph K. Price
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS, my hand and official seal.

Betty Smith
Notary Public
My Commission Expires:
May 7, 2007

SCHEDULE A

TECHNOLOGY

Description of the Technology:

Coating thickness measurement systems and integrated manufacturing systems including coating thickness measurement that also may permit process control. Coating thickness measurement systems may feature non-contact capabilities that allow a system to be integrated into a manufacturing process to measure sample characteristics nondestructively. In this manner, it is possible to measure samples while still in a wet or nebulous state such as paint, plastics and anodized coatings in process. The coating thickness measurement systems and integrated manufacturing systems use optical components that facilitate remote spectrophotometric measurement in reflectance or transmission mode.

Optical analysis and vision systems, RF measurement and analysis systems and all other software and hardware applications that involve, but not limited to, color, thickness or analytical processes used in the measurement of color, odor and coating thickness.

SCHEDULE BPATENT APPLICATIONS AND PATENTS

Owned by Joseph K. Price

(Appl. No.)/ Patent No.	(Filing Date)/ Issue Date	Title	Description
(09/742,595)/ 6,674,533	(Dec. 21, 2000)/ Jan. 6, 2004	Anodizing System With A Coating Thickness Monitor And An Anodized Product	An anodizing system for forming an anodized coating on at least a portion of a substrate thereby creating an anodized substrate is disclosed. The anodizing system includes a bath, a coating thickness monitor, at least one probe, and at least one controller. The coating thickness monitor includes at least one radiation source directed at at least a portion of the anodized substrate; at least one probe for capturing at least a portion of the radiation reflected and refracted by the anodized coating on the anodized substrate, the captured radiation being at least a portion of the radiation directed the anodized substrate from the radiation source; and at least one detector in communication with the at least one probe, the at least one detector capable of processing the captured radiation to allow a determination of at least the thickness.
(10/748,704)/	Dec. 30, 2003	Anodizing System With A Coating Thickness Monitor And An Anodized Product	See (09/742,595)/6,674,533 above
(10/952,700)/	Sept. 29, 2004	Anodizing System With A Coating Thickness Monitor And An Anodized Product	See (09/742,595)/6,674,533 above
(10/953,082)/	Sept. 29, 2004	Anodizing System With A Coating Thickness Monitor And An Anodized Product	See (09/742,595)/6,674,533 above

(Appl. No.)/ Patent No.	(Filing Date)/ Issue Date	Title	Description
—	—	Dynamically Controlled System for the Application of Coatings on Substrates such as Aluminum	See attached document entitled "Dynamically Controlled System for the Application of Coatings on Substrates such as Aluminum"
—	—	Spray Forming Production Machine	See attached document entitled "Spray Forming Production Machine Document # 0854 Rev. X7"
—	—	System and/or Method for Real Time Sampling and Inspecting of Solutions for Contamination, Metals and/or Concentration of Chemicals	
—	—	Training System and/or Method for Robotic or Multi-axis Positioning System for Non contact Inspection	

11/01/04

SCHEDULE C

COPYRIGHTS

None are registered.

SCHEDULE D

TRADEMARK APPLICATIONS, TRADEMARKS AND DOMAIN NAMES

Trademarks and Trademark Applications: There are trademarks or trademarks applications owned by Transferor.

Domain Names: www.filmthickness.com

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated November 10th, 2004, is entered into by Joseph K. Price, an individual resident of North Carolina (the "**Assignor**"), for the benefit of Analytical Technologies LLC, a North Carolina corporation ("**Assignee**").

WHEREAS, Assignee and Assignor have entered into that certain Technology Transfer Agreement, dated as of the date hereof (the "**Agreement**"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and certain intellectual property to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosure and related patent rights (the "**Patents**") set forth on Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, set overs and transfers to Assignee, its successors and assigns all of Assignor's entire rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph. Assignor agrees that, on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

11/3/2004 1:21 PM

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, by its duly authorized corporate officer effective this 16th day of ~~October~~, 2004.

November

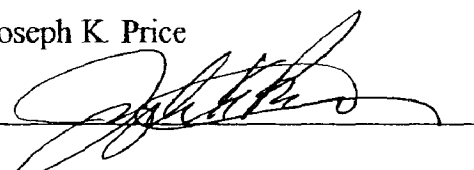
Analytical Technologies LLC

By: 

Name: Joseph K. Price

Title: Managing Partner

Joseph K. Price



[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]

STATE OF NCCOUNTY OF Guilford

On this 10th day of Nov, 2004, before me, a Notary Public in and for said State, personally appeared Joseph K. Price personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Betty G Smith
Notary Public
My Commission Expires:
May 7, 2007

Schedule 1

Patent Applications

1. Patent Application No. 10/748,704—Anodizing System with a Coating Thickness Monitor and an Anodized Product
2. Patent Application No. 10/952,700—Anodizing System with a Coating Thickness Monitor and an Anodized Product
3. Patent Application No. 10/953,082—Anodizing System with a Coating Thickness Monitor and an Anodized Product

Patents

Patent No. 6,674,533—Anodizing System with a Coating Thickness Monitor and an Anodized Product