

05-12-2006

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION F

PATENTS ONLY 103236460

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-4-06

1. Name of conveying party(ies):

Dwight Medley (4/19/2006), Larry D. Frederick (4/19/2006), and Dean Estill (4/19/2006)

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other

2. Name and address of receiving party(ies)

Name: Frederick Mining Controls

Internal Address:

Street Address:

1769B Jeff Road

City: Huntsville

State: Alabama

Country: United States of America Zip: 35806

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/347,567

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Donald A. Gregory
DICKSTEIN SHAPIRO MORIN & OSHINSKY
LLP

Internal Address: Atty. Dkt.: F8700.0000/P031

Street Address: 2101 L Street NW

City: Washington

State: DC Zip: 20037-1526

Phone Number: (202) 828-2274

Fax Number: (202) 887-0689

Email Address: GregoryD@DSMO.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 1002
Expiration Date 01/07

b. Deposit Account Number
Authorized User Name

9. Signature:

Signature

May 8, 2006

Date

Donald A. Gregory - 28,954

Name of Person Signing

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

7

05/10/2006 BABRAHA1 00000067 11347567

06 FC:8021 40.00 OP

DSMDB.2083151.1

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Dwight Medley; Larry D. Frederick; and Dean Estill (hereinafter referred to as Assignors), residing at 29 Raby Road, Fayetteville, Tennessee, 37334; 380 Dupree Drive, Huntsville, Alabama, 35806; and 2206 Shades Crest Road, Huntsville, Alabama, 35801, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in COMPOUND OPTICAL COUPLER AND SUPPORT MECHANISM, set forth in a Patent application for Letters Patent of the United States, which was filed on February 6, 2006, with the U.S. Patent and Trademark Office, and has been assigned application no. 11/347,567; and

WHEREAS, Frederick Mining Controls, a corporation organized under and pursuant to the laws of Alabama having a place of business at Frederick Mining Controls, 1769B Jeff Road, Huntsville, Alabama 35806 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and

all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any

reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

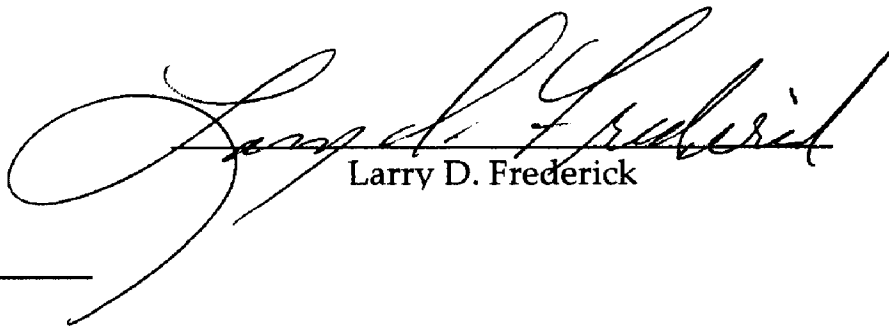
AND Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

All practitioners at Customer Number 24998.

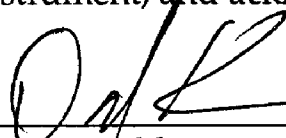
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.


Larry D. Frederick

Date: 4-19-06

United States of America)
State of Alabama) ss.:
County of Madison)

On this 19 day of April, 2006, before me
personally came Larry D. Frederick, to me known to be the
described in and who executed the foregoing instrument, and acknowledged
of the same.


10/28/08
Notary Public

Dwight Medley
Dwight Medley

Date: 4/19/06

United States of America)
State of Alabama) ss.:
County of Madison)

On this 19 day of April, 2004, before me
personally came Dwight Medley, to me known to be the
described in and who executed the foregoing instrument, and acknowledged
of the same.

[Signature] 10/23/08
Notary Public

Dean Estill

Dean Estill

Date: 4/19/04

United States of America)
State of Alabama) ss.:
County of Madison)

On this 19 day of April, 2004, before me personally came Dean Estill, to me known to be the described in and who executed the foregoing instrument, and acknowledged of the same.

[Signature] 10/28/08
Notary Public