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Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commission,

103387639

attached original documents or copy thereof

1. Name of conveying party(ies):

Thomas A. Groover (11/20/1998) and King L. Poon (03/07/2007)

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: in parentheses after inventor name

2. Name and address of receiving party(ies)

Name: Thermo Fisher Scientific Inc.

Internal Address: _____

Street Address: _____

1410 Gillingham Lane

City: Sugar Land

State: Texas Zip: 77478

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

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

If this document is being filed together with a new application, the execution date of the new application is: _____

A. Patent Application No.(s):
11/102,141

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: Jeffrey S. Bergman
OSHA · LIANG LLP

Internal Address: Atty. Dkt.: 07754/033003

Street Address:
1221 McKinney St., Suite 2800

City: Houston State: TX Zip: 77010

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
 Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

50-0591

(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.

Jeffrey S. Bergman
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 14

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ASSIGNMENT – WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual(s) (referred to herein as the “INVENTOR(S)”) hereby assign, transfer, and set over to:

Thermo Fisher Scientific Inc.

having the following address:

**1410 Gillingham Lane
Sugar Land, Texas 77478**

(referred to herein as “COMPANY”), its successors, and assigns, the entire right, title, and interest, worldwide, in and to the invention known by the following title:

PROXIMITY SENSOR

for which the undersigned has/have executed an application for patent in the United States of America on or about this same day, together with said patent application, all divisions, continuations, continuations-in-part, reissues, and extensions thereof, and all Letters Patent (domestic and foreign) which may be granted therefor. Such interest represents the entire ownership of said applications and Letters Patent when granted and is to be owned by COMPANY, its successors, and assigns, or their legal representatives, for the full and entire term for which such Letters Patent may be granted or extended, as fully and entirely as the same would have been enjoyed by the INVENTOR(S) if this assignment had not been made.

In addition, the undersigned INVENTOR(S) each hereby agrees:

1. To sign and execute any further documents which may be necessary or desirable, lawful, and proper in connection with the prosecution of all applications for patent(s) on the INVENTION in the United States, including without limitation said application and all divisions, continuations, continuations-in-part, amendments thereof, and all interference proceedings associated therewith, or otherwise necessary or desirable to secure the title thereto to COMPANY;
2. To execute all papers and documents and to perform all lawful acts which may be necessary in connection with claims to priority or otherwise under the International Convention for the Protection of Industrial Property or similar treaties or agreements;
3. To perform all lawful affirmative acts which may be necessary to obtain the grant of a valid and enforceable patent to COMPANY.

The undersigned INVENTOR(S) each hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States to issue any and all Letters Patent resulting from said application, including without limitation any division, continuation, continuation-in-part, or reissue thereof to COMPANY.

The undersigned INVENTOR(S) each hereby grants to the firm of OSHA LIANG LLP 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 the recordation of this document.

OSHA · LIANG LLP

**PATENT
REEL: 019085 FRAME: 0269**

IN WITNESS WHEREOF, this Assignment has been executed by each of the undersigned individuals on the date appearing by such individual's signature:

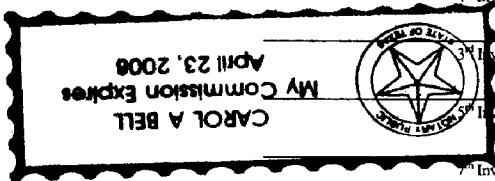
_____	1 st Inventor Signature: _____
Date	Print or Type Name: <u>Thomas A. Groover</u>
<u>Mar 7, 2007</u>	2 nd Inventor Signature: _____
Date	Print or Type Name: <u>King L. Poon</u>
_____	3 rd Inventor Signature: _____
Date	Print or Type Name: _____
_____	4 th Inventor Signature: _____
Date	Print or Type Name: _____
_____	5 th Inventor Signature: _____
Date	Print or Type Name: _____
_____	6 th Inventor Signature: _____
Date	Print or Type Name: _____
_____	7 th Inventor Signature: _____
Date	Print or Type Name: _____
_____	8 th Inventor Signature: _____
Date	Print or Type Name: _____

This Assignment must be signed before a Notary Public for one of the States of the United States

State of Texas
County of Fort Bend

Before me personally appeared: Thomas A. Groover King L. Poon

_____	1 st Inventor	_____	2 nd Inventor
_____	3 rd Inventor	_____	4 th Inventor
_____	5 th Inventor	_____	6 th Inventor
_____	7 th Inventor	_____	8 th Inventor



each of whom acknowledged the foregoing instrument to be a free act and deed and also represented that he/she is authorized to execute this Assignment.

Dated: March 7, 2007 _____ Carol A. Bell

Notary Public My commission expires: April 23, 2008

204789v1

When this Assignment is not filed concurrently with the patent application, the following identifying information may be added after execution:

U.S. Application Serial No.:
Filing Date:

THERMO ELECTRON CORPORATION

COMPANY INFORMATION AND INVENTION AGREEMENT

In consideration and *as a condition of* my employment, or if now employed, *the continuation of my employment* by Thermo Electron Corporation or a subsidiary thereof (hereinafter collectively called the "Company") and the compensation paid therefor:

1. During my employment by the Company or thereafter, I agree not to disclose to others or use for my own benefit any trade secrets or Company private information pertaining to any of the actual or anticipated business of the Company or any of its customers, consultants or licensees, acquired by me during the period of my employment, except to such an extent as may be necessary in the ordinary course of performing my particular duties as an employee of the Company.
2. I agree not to disclose to the Company, or to induce the Company to use, any confidential information or material belonging to others.
3. I understand that the making of inventions, improvements and discoveries is one of the incidents of my employment, or that if not, I may nonetheless make inventions while employed by the Company, and I agree to assign to Thermo Electron Corporation or its nominee my entire right, title and interest in any invention, idea, device or process, whether patentable or not, hereafter made or conceived by me solely or jointly with others during the period of my employment by the Company in an executive, managerial, planning, technical, research, engineering or other capacity, and which relates in any manner to the business of the Company, or relates to its actual or planned research or development, or is suggested or results from any task assigned to me or work performed by me for or on behalf of the Company, except any invention or idea which cannot be assigned to the Company because of a prior agreement with _____ effective until _____ (give name and date, or write "none").
4. I agree, in connection with any invention, idea, device or process covered by Paragraph 3:
 - a. To disclose it promptly in writing to the proper officer or attorney of the Company.
 - b. To execute promptly, on request, patent applications and assignments thereof to Thermo Electron or its nominee, and to assist the Company in any reasonable manner to enable it to secure a patent therefor in the United States and any foreign countries, all without further compensation except as provided herein.
5. I further agree that all papers and records of every kind, relating to any invention or improvement included within the terms of this Agreement which shall at any time come into my possession shall be the sole and exclusive property of the Company and shall be surrendered to the Company upon any termination of my employment by me or by the Company, or upon request at any other time either during or after the termination of such employment.

COMPANY INFORMATION AND INVENTION AGREEMENT (continued)

6. I further agree that the obligations and undertakings stated above in Paragraph 4b shall continue beyond the termination of my employment by the Company, but if I am called upon to render such assistance after the termination of my employment, then I shall be entitled to a fair and reasonable per diem in addition to reimbursement of any expenses incurred at the request of the Company.
7. I agree to identify in an attachment to this Agreement all inventions or ideas related to the business or actual or planned research or development of the Company in which I have right, title or interest, and which were conceived either wholly or in part by me prior to my employment by the Company but neither published nor filed in the U.S. Patent and Trademark Office.
8. I understand that this Agreement supersedes any agreement previously executed by me relating to the disclosure, assignment and patenting of inventions, improvements and discoveries made during my employment by the Company. This Agreement shall inure to the benefit of the successors and assigns of the Company, and shall be binding upon my heirs, assigns, administrators and representatives.
9. I understand that this Agreement does not apply to an invention which qualifies fully under the provisions of any statute or regulation which renders unenforceable the required assignment or transfer of certain inventions made by an employee, such as, but not limited to, Section 2870 of the California Labor Code.

Employee

Date

THERMO ELECTRON CORPORATION

By: _____

Date

Witness

Witness

RECEIPT

The undersigned hereby acknowledges receipt of the Thermo Electron Corporation Company Information and Invention Agreement on the date set forth below:

Christine Mason-Barrett
Witness

Thomas A. Groover
Employee: Thomas A. Groover

11-20-98
Date

CORPORATION

THERMO ELECTRON

Witness

By: _____

Date

10. Excluded from this agreement are previously conceived and tested apparatus and methods for oil-water measurement using high frequency excitation of 25Mhz and greater, with collector/drain A.C. detection. Reference U.S. Patent Office Disclosure Document 368121.

March 5, 2007

To Whom It May Concern:

The purpose of this letter is to confirm that Thomas Groover's employment with our company ended on February 25, 2006. Mr. Groover did sign a Company Invention and Confidentiality agreement at the time of his employment with us.

Sincerely,



Dean Fullerton
Human Resources Director