

Mail Stop:

Assignment Recordation Services
Director of the U.S. Patent
and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

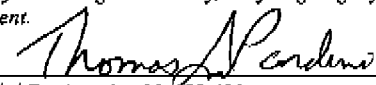
RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 127004

Please record the attached document.

Total number of pages including cover sheet, attachments, and document: 4

<p>1. A. Name of conveying party(ies): MICRO ENCODER, INC.</p> <p>B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. A. Name and address of receiving party(ies): MITUTOYO CORPORATION 20-1, SAKADO 1-CHOMEI, TAKATSU-KU KAWASAKI, KANAGAWA-KEN 213 JAPAN</p>
<p>3. A. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>B. Execution Date: <u>July 17, 2007</u></p>	<p>B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. A. Patent Application No.(s) <u>11/386,846</u> B. Patent No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Title of Application: <u>VARIABLE FOCAL LENGTH CONSTANT MAGNIFICATION LENS CONFIGURATION</u></p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James A. Oliff</u></p> <p>Address: OLIFF & BERRIDGE, PLC P.O. Box 19928 Alexandria, VA 22320 Phone Number: 703-836-6400 Fax Number: 703-836-2787</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$<u>40.00</u>.</p> <p>8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.</p>
<p>9. Statement and signature. <i>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.</i></p> <p> _____ Thomas J. Pardini Registration No. 30,411 Randi B. Isaacs Registration No. 56,046</p> <p>Date: <u>July 25, 2007</u></p>	

CH \$40.00 150461 11386846

ASSIGNMENT

WHEREAS, MICRO ENCODER, INC., a company established under the laws of THE STATE OF WASHINGTON whose address is 11533 N.E. 118TH STREET, KIRKLAND, WASHINGTON (hereinafter called "Assignor") is the owner of the following Letters Patent(s) and/or patent application(s) (hereinafter called "Patent Properties"), which ownership, to the extent recorded in the United States Patent and Trademark Office, is evidenced at the Reel and Frame(s) indicated below:

<u>Application or Patent Number and Date of Filing or Issue</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
11/386,846	Feldman, Mark	017728/0034

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, title is in the Assignor. The undersigned is empowered to sign this Assignment on behalf of the Assignor.

WHEREAS, MITUTOYO CORPORATION, a company established under the laws of JAPAN, whose address is 20-1, SAKADO 1-CHOME, TAKATSU-KU, KAWASAKI, KANAGAWA-KEN 213, JAPAN (hereinafter called "Assignee") is desirous of acquiring the entire right, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), including any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions of the same, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority.

Now, To All Whom It May Concern: Be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions thereof, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Assignor agrees that this assignment is binding on Assignor and its successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States (and the appropriate officer of any relevant foreign country to issue any Patent of such country), resulting from said Patent Properties and any confirmations, divisions, continuations, counterparts, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.


Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee.

Assignor grants the firm of OLIFF & BERRIDGE, PLC of Alexandria, Virginia 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 (or other foreign patent office) for recordation of this document.

This Assignment is effective as of the 17th day of July, 2007.



Witness



Witness



Signature
Officer of Assignor

Kim Atherton

Typewritten Name of Officer

Vice President of Intellectual Property

Title of Officer