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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
David Benderly	09/27/2007	

RECEIVING PARTY DATA

Name:	Gemological Institute of America, Inc.	
Street Address:	5355 Armada Drive	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92008	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6483073
Patent Number:	6788714

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	GIA1100
NAME OF SUBMITTER:	Lisa A. Haile, J.D., Ph.D.

Total Attachments: 3

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PATENT

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EXHIBIT C

Patent Assignment

This Patent Assignment ("Assignment") is made by Mr. David Benderly of New Jersey (the "Assignor") to the Gemological Institute of America, Inc. ("Assignee"), having a place of business at 5355 Armada Drive, Carlsbad, California, 92008.

- A. The Assignor has invented and is the owner of new and useful inventions as identified on the attached Schedule 1 for which patents were issued in the United States Patent and Trademark Office.
- B. The Assignor believes the Assignor to be the original, first and only inventor of the inventions disclosed and/or claimed in the applications for Letters Patent.
- C. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the inventions, the applications and all Letters Patent in the United States and throughout the world that may be granted or issued for the inventions or that derive a right of priority from the applications (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

- 1. The Assignor hereby does and will sell, assign and transfer to Assignee, all of Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
- 2. The Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure the Assignor's signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

Confidential Information
Amended Common Interest Agreement - Privileged

- 3. The Assignor represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.
- 4. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignce, its successors and assigns, as the assignee of the entire interest in such Invention Patents.
- matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state of New York, as such laws are applied to agreements entered into and to be performed entirely within New York between New York residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in New York, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in New York, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date(s) provided below.

Assignor: Mr. David Benderly

Date: September 27, 2007

Signature:

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SCHEDULE 1 INVENTION PATENT NUMBERS

Title	Owner	App#	App Date of Filing Date	Patent #	Issue Date or Date of Patent	Jurisdiction
Laser Marking System and Method	David Benderly	09/785,631	Feb. 16, 2001	6,483,073 B2	Nov. 19, 2002	US
Laser Marking System and Method	David Benderly	10/264,810	Oct. 4, 2002	6,788,714 B2	Sep. 7, 2004	US

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RECORDED: 09/27/2007

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