

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the spelling of two inventors' names, Kevin S. Repasky and John L. Carlsten from Kevin A. Repasky and John A. Carlsten previously recorded on Reel 017998 Frame 0273. Assignor(s) hereby confirms the Assignment.												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Joseph A. Shaw</td><td>05/02/2006</td></tr><tr><td>Kevin S. Repasky</td><td>05/08/2006</td></tr><tr><td>John L. Carlsten</td><td>05/02/2006</td></tr><tr><td>Lee H. Spangler</td><td>05/19/2006</td></tr></tbody></table>		Name	Execution Date	Joseph A. Shaw	05/02/2006	Kevin S. Repasky	05/08/2006	John L. Carlsten	05/02/2006	Lee H. Spangler	05/19/2006		
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Montana State University</td></tr><tr><td>Street Address:</td><td>304 Montana Hall</td></tr><tr><td>Internal Address:</td><td>Montana State University-Bozeman</td></tr><tr><td>City:</td><td>Bozeman</td></tr><tr><td>State/Country:</td><td>MONTANA</td></tr><tr><td>Postal Code:</td><td>59717</td></tr></table>		Name:	Montana State University	Street Address:	304 Montana Hall	Internal Address:	Montana State University-Bozeman	City:	Bozeman	State/Country:	MONTANA	Postal Code:	59717
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11338806</td></tr></tbody></table>		Property Type	Number	Application Number:	11338806								
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Application Number:	11338806												
CORRESPONDENCE DATA													
Fax Number: (202)842-7899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 7205664044													
Email: sbittler@cooley.com													
Correspondent Name: Cooley Godward Kronish LLP													
Address Line 1: 777 6th Street NW Suite 1100													
Address Line 2: Attn: Thomas M. Croft, Esq.													
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001													
ATTORNEY DOCKET NUMBER:	MONT-031/01US 306509-2084												

PATENT

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NAME OF SUBMITTER:

Thomas M. Croft

Total Attachments: 8

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Form PTO-1595 (Rev. 08/05) (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2008)		<b>RECORDATION FORM COVER SHEET PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Attorney Docket No.: MONT-031/01US					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
<b>1. Name of conveying party(ies):</b> Joseph A. Shaw, signed on May 2, 2006 S. <del>Kevin X Repasky</del> , signed on May 2, 2006 L. <del>John X Carlsten</del> , signed on May 2, 2006 Lee H. Spangler, signed on May 19, 2006 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: Montana State University Internal Address: Street Address: 304 Montana Hall City: Bozeman State: MT Zip: 59717 Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s): May 2, 2006 and May 19, 2006 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other ( )					
<b>4. Application number(s) or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application.					
A. Patent Application No.(s) 11/338,806		B. Patent No.(s)			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Cooley Godward LLP Patent Group Street Address: The Bowen Bldg., 875 15 <sup>th</sup> Street, NW Suite 800 City: Washington State: DC Zip: 20005-2221		<b>6. Total number of applications and patents involved:</b> { }			
		<b>7. Total fee (37 CFR 1.21(h) &amp; 3.41).....\$40.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			
		<b>8. Deposit account number: 50-1283</b> The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.			
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature:</b> 		<b>Date:</b> July 24, 2006			
<b>Name of Person Signing:</b> Erich E. Veitenheimer (Reg. No. 40,420)					
Total number of pages including cover sheet, attachments, and documents: {6}					

Documents to be recorded (with cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

**ASSIGNMENT**  
**(Joint)**

WHEREAS I/We, the below named inventor(s) (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **OPTICAL DETECTION OF OSCILLATING TARGETS USING MODULATION OF SCATTERED LASER LIGHT** and which is a non-provisional application bearing Application No. 11/338,806, and filed on January 25, 2006.

WHEREAS, Montana State University, a corporation of Montana, whose post office address is 304 Montana Hall, Montana State University-Bozeman, Bozeman, MT 59717 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: May 2, 2006

By: Joseph A. Shaw  
Joseph A. Shaw  
221 Painted Hills Rd  
Bozeman, MT 59715

State of <u>Montana</u>	)
	ss.
County of <u>Gallatin</u>	)
<p>On <u>May 2, 2006</u>, before me, <u>Denlyn K. Atherton</u>, personally appeared <u>Joseph Shaw</u>, 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 the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>WITNESS my hand and official seal.</p> <p><u>Denlyn K. Atherton</u> Signature of Notary Public</p>	
<p>Denlyn K. Atherton Notary Public for the State of Montana Residing at: Bozeman, Montana My Commission Expires: July 02, 2007</p>	

Date: May 2, 2006

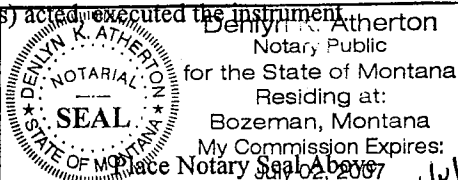
By: K. Repasky  
 S. Kevin X Repasky  
 512 N Wallace  
 Bozeman, MT 59715

State of Montana )  
 ) ss.  
 County of Gallatin )

On May 2, 2006, before me, Denlyn K. Atherton, personally appeared Kevin Repasky, 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Denlyn K. Atherton  
 Signature of Notary Public



Date: May 2, 2006

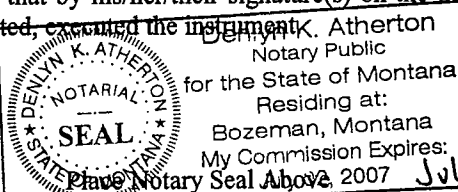
By: John X Carlsten  
 L. John X Carlsten  
 2310 W Beall #3  
 Bozeman, MT 59718

State of Montana )  
 ) ss.  
 County of Gallatin )

On May 2, 2006, before me, John X Carlsten, personally appeared Denlyn K. Atherton, 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Denlyn K. Atherton  
 Signature of Notary Public



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**(Joint)**

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- (a) the Invention(s);
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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 5/19/06

By: Lee H. Spangler  
 Lee H. Spangler  
 515 Morrow Street  
 Bozeman, MT 59715

State of Montana )

ss.

County of Gallatin )

On May 19, 2006, before me, Denlyn K. Atherton, personally appeared Lee H. Spangler, 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Denlyn K. Atherton  
 Signature of Notary Public

