Form **PTO-1595** (Rev. 12-08) OMB No. 0651-0027 (exp. 01/31/2009) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
David Ludwig	Name: Irvine Sensors Corporation
Christian Krutzik John Kennedy	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes X No  3. Nature of conveyance/Execution Date(s):	Street Address: 3001 Redhill Ave., Building 4, Suite 108
Execution Date(s) January 15, 2009; January 16, 2009  Assignment Merger  Security Agreement Change of Name  Joint Research Agreement  Government Interest Assignment	City: Costa Mesa State: CA
Executive Order 9424, Confirmatory License	Country: USA Zip: 92626
Other	Additional name(s) & address(es) attached?  Yes X No
4. Application or patent number(s):	document is being filed together with a new application.  B. Patent No.(s)  7,180,579  ached? Yes No
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: (1)
Name: W. Eric Boyd	7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00
Internal Address:	Authorized to be charged to deposit account
Street Address: Irvine Sensors Corp.	X Enclosed
3001 Redhill Ave., Buildng 4, Suite 108	None required (government interest not affecting title)
City: Costa Mesa	8. Payment Information
State: CA Zip: 92626	
Phone Number: (714) 444-8863	
Fax Number: (714) 662-0776	Deposit Account Number
Email Address: eboyd@irvine-sensors.com	Authorized User Name
9. Signature:  Signature	January 20, 2009 Date  Total number of pages including cover
W. Eric Boyd Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

#### **CORRECTIVE ASSIGNMENT OF PATENT RIGHTS**

For valuable consideration, the receipt and sufficiency of this Corrective Assignment of Patent Rights (the "Assignment") which is hereby acknowledged, on this 16th day of January 2009, David E. Ludwig, residing in Irvine, CA, John V. Kennedy, residing in Irvine, CA and Christian Krutzik, residing in Costa Mesa, CA (together, the "Assignors"), to ensure that the assignment dated June 20, 2005 and June 28 2005, and filed with the United States Patent and Trademark Office on July 12, 2005, at Reel/Frame 016762/0738, is completed, hereby sell, assign, and transfer to Irvine Sensors Corporation, a Delaware corporation ("Assignee"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

- 1. U.S. Patent 7,180,579, entitled, "Three-dimensional imaging processing module incorporating stacked layers containing microelectronic circuits" (the "Patent");
- 2. Patent Application Serial No. 10/806,037 filed on 3/22/2004, which issued as the Patent (the "Application");
- 3. All inventions claimed or described in any or all of the Patent or the Application (collectively, the "Inventions");
- 4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patent or the Application ("Potential Patents");
- 5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
- 6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, the Patent, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 7. The right to claim priority rights deriving from the Application;
- 8. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 9. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights.

Assignors will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignors request the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

By: (Associated)
(Christian Krutzik, Signature MUST be attested)

## ATTESTATION

# ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Christian Krutzik to the above Corrective Assignment of Patent Rights on behalf of Christian Krutzik and makes the following statements:

- 7. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 8. Christian Krutzik is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 10 2009 to execute the above Corrective Assignment of Patent Rights on behalf of Christian Krutzik.
- 9. Christian Krutzik subscribed to the above Corrective Assignment of Patent Rights on behalf of Christian Krutzik.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on foulle, 2004 (date

Print Name: SWU1 HUCLUS

# **CORRECTIVE ASSIGNMENT OF PATENT RIGHTS**

For valuable consideration, the receipt and sufficiency of this Corrective Assignment of Patent Rights (the "Assignment") which is hereby acknowledged, on this <u>/b</u> day of January 2009, David E. Ludwig, residing in Irvine, CA, John V. Kennedy, residing in Irvine, CA and Christian Krutzik, residing in Costa Mesa, CA (together, the "Assignors"), to ensure that the assignment dated June 20, 2005 and June 28 2005, and filed with the United States Patent and Trademark Office on July 12, 2005, at Reel/Frame 016762/0738, is completed, hereby sell, assign, and transfer to Irvine Sensors Corporation, a Delaware corporation ("Assignee"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

- 1. U.S. Patent 7,180,579, entitled, "Three-dimensional imaging processing module incorporating stacked layers containing microelectronic circuits" (the "Patent");
- 2. Patent Application Serial No. 10/806,037 filed on 3/22/2004, which issued as the Patent (the "Application");
- 3. All inventions claimed or described in any or all of the Patent or the Application (collectively, the "Inventions");
- 4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patent or the Application ("Potential Patents");
- 5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
- 6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, the Patent, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 7. The right to claim priority rights deriving from the Application;
- 8. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 9. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights.

Assignors will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignors request the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

By: (David E. Ludwig, Signature MUST be attested)

#### **ATTESTATION**

# ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of David E. Ludwig to the above Corrective Assignment of Patent Rights on behalf of David E. Ludwig and makes the following statements:

- 1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 2. David E. Ludwig is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on  $\frac{1-15}{2}$ , 2009 to execute the above Corrective Assignment of Patent Rights on behalf of David E. Ludwig.
- 3. David E. Ludwig subscribed to the above Corrective Assignment of Patent Rights on behalf of David E. Ludwig.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 7

Print Name:

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## **CORRECTIVE ASSIGNMENT OF PATENT RIGHTS**

For valuable consideration, the receipt and sufficiency of this Corrective Assignment of Patent Rights (the "Assignment") which is hereby acknowledged, on this Way of January 2009, David E. Ludwig, residing in Irvine, CA, John V. Kennedy, residing in Irvine, CA and Christian Krutzik, residing in Costa Mesa, CA (together, the "Assignors"), to ensure that the assignment dated June 20, 2005 and June 28 2005, and filed with the United States Patent and Trademark Office on July 12, 2005, at Reel/Frame 016762/0738, is completed, hereby sell, assign, and transfer to Irvine Sensors Corporation, a Delaware corporation ("Assignee"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

- 1. U.S. Patent 7,180,579, entitled, "Three-dimensional imaging processing module incorporating stacked layers containing microelectronic circuits" (the "Patent");
- 2. Patent Application Serial No. 10/806,037 filed on 3/22/2004, which issued as the Patent (the "Application");
- 3. All inventions claimed or described in any or all of the Patent or the Application (collectively, the "Inventions");
- 4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patent or the Application ("Potential Patents");
- 5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
- 6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, the Patent, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 7. The right to claim priority rights deriving from the Application;
- 8. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 9. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights.

Assignors will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignors request the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

By: (John V. Kennedy, Signature MUST be attested)

### **ATTESTATION**

# ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of John V. Kennedy to the above Corrective Assignment of Patent Rights on behalf of John V. Kennedy and makes the following statements:

- 4. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 5. John V. Kennedy is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 10 2009 to execute the above Corrective Assignment of Patent Rights on behalf of John V. Kennedy.
- 6. John V. Kennedy subscribed to the above Corrective Assignment of Patent Rights on behalf of John V. Kennedy.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on Jou 16, 200 (date)

Print Name: 5/1

PATENT

**REEL: 022137 FRAME: 0060**