# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Eugene Tokhtuev	02/05/2009
Christopher Owen	02/05/2009
William Christensen	02/05/2009
Anatoly Skirda	02/05/2009
Viktor Slobodyan	02/05/2009

### **RECEIVING PARTY DATA**

Name:	Ecolab Inc.
Street Address:	370 North Wabasha Street
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55102

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12370348

## **CORRESPONDENCE DATA**

Fax Number: (612)492-7077

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Brandon W. Fitz/Fredrikson & Byron, PA
Address Line 1: 200 South Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Brandon W. Fitz

PATENT REEL: 022269 FRAME: 0001

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Total Attachments: 4

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**PATENT** 

**REEL: 022269 FRAME: 0002** 

#### ASSIGNMENT

WHEREAS, we, Eugene Tokhtuev residing at 2001 Jefferson Street, Duluth, MN 55812; Christopher Owen residing at 219 W. 5th Street, Duluth, MN 55806; William Christensen residing at 11061 Silica Road, Hibbing, MN 55746; Anatoly Skirda residing at 4348 Joey Drive, Hermantown, MN 55811; and Viktor Slobodyan residing at 5702 Juniata Street, Duluth, MN 55804 ("Assignors") have invented certain new and useful improvements in TEMPERATURE STABILIZED OPTICAL CELL, for which a

- utility application has been made, said application which may be identified in the United States Patent Office by Application No. 12/370,348, filed February 12, 2009;
- which is a continuation-in-part of said application which may be identified in the United States Patent Office by Application No. <u>11/810,417</u>, filed <u>June 5, 2007</u>.

WHEREAS, Ecolab Inc. ("Assignee"), a corporation organized and existing under the laws of the State of Minnesota, and having its principal offices at Ecolab Center, 370 North Wabasha Street, Saint Paul, MN 55102, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefore;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said utility application, hereto including the inventions therein described and claimed and to each provisional application from which the application claims priority in whole or in part including, but not limited to, all renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions thereof, or any other applications which claim any priority rights thereof; all foreign applications based thereon; all United States or foreign Letters Patents which may issue with respect to such applications and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith; all rights to enforce patent rights to such applications and Letters Patents as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

PATENT REEL: 022269 FRAME: 0003 Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

Date: 2/5/2009

Eugene Tokhtuev

Subscribed and sworn to before me this 5th day of February, 2009.

Notary Public

[Notary Seal]

KEVIN D HARRINGTON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2012

	Atty. Docket No. 29805.24.1
Date: 16,5/1009	Christopher Owen
Subscribed and sworn to before me this Sth day of February, 2009.  Notary Public  [Notary Seal]	KEVIN D HARRINGTON Notary Public Minnesota My Commission Expires Jan. 31, 2012
Date: 2-5-09	William Christensen
Subscribed and sworn to before me this 5th day of February, 2009.  Notary Public	KEVIN D HARRINGTON Notary Public Minnesota My Commission Expires Jan. 31, 2012
[Notary Seal]	
Date: 02/05/2009	Anatoly Skirda
Subscribed and sworn to before me this _5th_ day of February, 2009.	
Notary Public Fight	KEVIN D HARRINGTON Notary Public Minnesota Ny Commission Expires Jan. 31, 2012
[Notary Seal]	

Atty. Docket No. 29805.24.1

Date: 02/05/2009

Viktor Slobodyan

Subscribed and sworn to before me this 5<sup>th</sup> day of February, 2009.

Notary Public

[Notary Seal]

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KEVIN D HARRINGTON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2012

4

PATENT REEL: 022269 FRAME: 0006