

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert Tavlykaev	03/17/2009
Alan Donaldson	03/16/2009
RECEIVING PARTY DATA	
Name:	Covega Corporation
Street Address:	10335 Guilford Road
City:	Jessup
State/Country:	MARYLAND
Postal Code:	20794
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6795620
CORRESPONDENCE DATA	
Fax Number:	(866)864-3947
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-401-7159
Email:	hwolin@grahamcurtin.com
Correspondent Name:	Harris A. Wolin
Address Line 1:	Graham Curtin, PA
Address Line 2:	4 Headquarters Plaza, P.O. Box 1991
Address Line 4:	Morristown, NEW JERSEY 07962-1991
ATTORNEY DOCKET NUMBER:	3797-14 (1353)
NAME OF SUBMITTER:	Harris A. Wolin

OP \$40.00 6795620

Total Attachments: 13
 source=3797_14_Tavlykaev_Patent_Assignment#page1.tif
 source=3797_14_Tavlykaev_Patent_Assignment#page2.tif

source=3797_14_Tavlykaev_Patent_Assignment#page3.tif
source=3797_14_Tavlykaev_Patent_Assignment#page4.tif
source=3797_14_Tavlykaev_Patent_Assignment#page5.tif
source=3797_14_Tavlykaev_Patent_Assignment#page6.tif
source=3797_14_Tavlykaev_Patent_Assignment#page7.tif
source=3797_14_Tavlykaev_Patent_Assignment#page8.tif
source=3797_14_Tavlykaev_Patent_Assignment#page9.tif
source=3797_14_Tavlykaev_Patent_Assignment#page10.tif
source=3797_14_Tavlykaev_Patent_Assignment#page11.tif
source=3797_14_Tavlykaev_Patent_Assignment#page12.tif
source=3797_14_Tavlykaev_Patent_Assignment#page13.tif

PATENT ASSIGNMENT

WHEREAS, the below named inventors, Robert Tavlykaev of Ellicott City, Maryland, and Alan Donaldson of Clarksville, Maryland, collectively ASSIGNOR, each having a principal address at 10335 Guilford Road, Jessup, Maryland 20794, are the owner of all right, title and interest to U.S. Patent 6,795,620, entitled "Fiber tail assembly with optical signal tap."

WHEREAS, Covega Corporation, a Delaware corporation, having a principal address at 10335 Guilford Road, Jessup, Maryland 20794, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said patent.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid to Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention and the said application, and all divisions, renewals and continuations thereof, and all patents which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the United States applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

This assignment includes the right to sue past, current, and future infringers of the said patent and invention, to obtain damages and injunctive relief from or against all such infringers, and to recover all damages in connection therewith, including past damages.

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

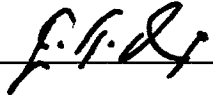
ASSIGNOR covenants and agrees that it has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Covega Corporation as Attorney-in-Fact
For Robert Tavlykaev, ASSIGNOR

COVEGA CORPORATION, ASSIGNEE

By: 
Joseph T. Dixon, President

By: 

Date: March 17, 2009

Name: Joseph T. Dixon

Title: Resident

Alan Donaldson, Assignor

Date: March 17, 2009

Date: _____

AFFIDAVIT

STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I, Joseph T. Dixon, say under oath:

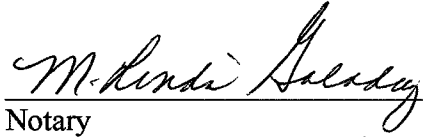
I am the President of Covega Corporation. I affirm that, to the best of my information and belief:

1. Robert Tavlykaev and Alan Donaldson invented a "Fiber tail assembly with optical signal tap", as filed in an application for patent in the United States Patent and Trademark Office under Serial Number 10/304,699, which matured into U.S. Patent 6,795,620 (the "Patent").
2. Mr. Tavlykaev agreed to assign all right, title and interest in and to the invention covered by the Patent pursuant to that certain Proprietary Information, Inventions, and Non-Solicitation Agreement executed by him in favor of Covega Corporation (f/k/a Codeon Corporation) on September 11, 2000, a true and accurate copy of which is attached hereto (the "Assignment of Inventions Agreement").
3. Covega Corporation desires to enforce the Assignment of Inventions Agreement and transfer the Patent registration to its name.
4. Mr. Donaldson has executed a Patent Assignment in favor of Covega Corporation for the Patent, a true and accurate copy of which is attached hereto.
5. Covega Corporation reasonably attempted to contact Mr. Tavlykaev at his last know home address, phone number, cell phone number and email address numerous times over a two week period in order to obtain his signature to a Patent Assignment in favor of Covega Corporation for the Patent, to effect such transfer in accordance with the Assignment of Inventions Agreement. Such attempts to contact Mr. Tavlykaev were unsuccessful.
6. Mr. Tavlykaev has not executed the Patent Assignment in favor of Covega Corporation for the Patent.
7. The Assignment of Inventions Agreement grants Covega Corporation a proxy and power of attorney to execute a Patent Assignment in favor of Covega Corporation for the Patent on Mr. Tavlykaev's behalf.
8. Pursuant to Section 6(b) of the Assignment of Invention Agreement, I, Joseph Dixon, am executing the Patent Assignment in favor of Covega Corporation for the Patent, a true and accurate copy of which is attached hereto, on behalf of

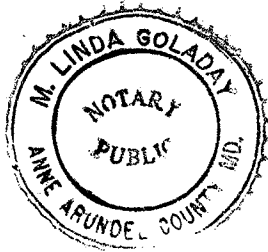
Covega Corporation as power of attorney pursuant to the grant of right made by Mr. Tavlykaev.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the U.S. Code and that such willful false statements may jeopardize the validity of the patent referenced herein.

Signed and sworn to before me
on the 17th day of March, 2008


Notary


Joseph T. Dixon



CODEON CORPORATION

PROPRIETARY INFORMATION, INVENTIONS, AND NON-SOLICITATION
AGREEMENT

THIS PROPRIETARY INFORMATION, INVENTIONS, AND NON-SOLICITATION AGREEMENT ("Agreement") is made and entered as of this 11th day of September 2000, by and between Codeon Corporation, a Delaware corporation ("Codeon"), and Robert F. Tavlykaev ("Employee"), which agreement shall be effective as set forth in paragraph 15 ("Effective Date").

WHEREAS, Employee recognizes that Codeon, together with its subsidiaries and affiliates (collectively, the "Company"), is engaged in a continuous program of research, development and production respecting its business, present and future;

WHEREAS, as part of Employee's employment by the Company, Employee is expected to make new contributions and inventions of value to the Company;

WHEREAS, Employee's employment with the Company creates a relationship of confidence and trust between Employee and the Company with respect to any information:

- (i) applicable to the business of the Company; or
- (ii) applicable to the business of any client or customer of the Company, which may be made known to Employee by the Company or by any client or customer of the Company, or learned by Employee in such context, during the period of Employee's employment; and

WHEREAS, the Company possesses and will continue to possess Proprietary Information (as hereinafter defined) that has been created, discovered or developed by, or otherwise become known to the Company (including, without limitation, information created, discovered, developed, or made known by Employee during the period of or arising out of Employee's employment by the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is or may become engaged.

NOW, THEREFORE, in consideration of Employee's employment and other good and valuable consideration, receipt of which is hereby acknowledged, and the compensation received by Employee from the Company from time to time, Employee hereby agrees as follows:

1. Definition of Proprietary Information. By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, structures, formulae, data, know-how, improvements, inventions, product concepts, techniques, marketing plans, strategies, forecasts, customer lists and information about the Company's employees and/or consultants (including, without limitation, the compensation, job responsibility and job performance of such employees and/or consultants).

2. Ownership of Proprietary Information. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith, including but not limited to the right to make application for statutory protection. Employee hereby assigns to the Company any rights Employee may have or acquire in such Proprietary Information. At all times, both during Employee's employment by the Company and after his or her date of termination, Employee will keep in confidence and trust all Proprietary Information, and Employee will not use or disclose any Proprietary Information or anything directly relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing his or her duties as an employee of the Company and only for the benefit of the Company.

3. Sole Employment. Employee agrees that during the period of his or her employment by the Company, Employee will not, without the Company's express prior written consent, engage in any employment or business other than for the Company. As used herein, the period of Employee's employment includes any time in which Employee may be retained by the Company as a director or consultant.

4. Delivery of Documents and Data. In the event of the termination of Employee's employment with the Company for any reason, Employee will deliver to the Company all documents and data of any nature pertaining to his or her work with the Company, Employee will not take with him or her or deliver to anyone else any documents or data of any description or any reproduction thereof containing or pertaining to any Proprietary Information and Employee will sign and deliver to the Company the "Termination Certification" attached hereto as Annex A.

5. Disclosure of Inventions. Employee will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during the period of employment (whether or not during normal working hours) that are related to or useful in the actual or anticipated business of the Company, or result from tasks assigned to Employee by the Company or result from the use of premises or equipment owned, leased, or contracted for by the Company (all said improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data shall be collectively hereinafter called "Inventions").

6. Assignment of and Assistance on Inventions.

(a) Employee hereby assigns to the Company any rights Employee may have or acquire in all Inventions and agrees that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. Employee further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights in said Inventions in any and all countries, and to that end Employee will execute all documents necessary:

- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights or other analogous protection.

(b) In the event the Company is unable, after reasonable effort, to secure Employee's signature on any patent, copyright or other analogous protection relating to an Invention, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf and stead, to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyrights or other analogous protection thereon with the same legal force and effect as if executed by Employee. Employee's obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries, and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights or other analogous protection, shall continue beyond the termination of Employee's employment, but the Company shall compensate Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance.

(c) Employee acknowledges that all original works of authorship that are created by Employee (solely or jointly with others) within the scope of his or her employment and that are protectable by copyright are being created at the instance of the Company and are "works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101). If such laws are inapplicable or in the event that such works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws, this Agreement shall operate as an irrevocable and unconditional assignment by Employee to the Company of all of Employee's right, title and interest (including, without limitation, all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in the works in perpetuity.

7. Prior Inventions. All improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee (solely or jointly with others) prior to his or her engagement by the Company shall be deemed "Inventions" for the purposes of this Agreement except as set forth on Annex B hereto.

8. No Breach of Duty. Employee represents that his or her performance of all of the terms of this Agreement and as an employee of the Company does not, and to the best of his or her knowledge and belief will not, breach any agreement or duty to keep in confidence Proprietary Information acquired by Employee in confidence or in trust prior to his or her employment by the Company. Employee has not entered into, and Employee agrees that Employee will not enter into, any agreement either written or oral in conflict herewith.

9. No Prior Employer Property.

(a) Employee understands, as part of the consideration for the offer of employment extended to him or her by the Company and of his or her employment or continued employment by the Company, that Employee may not bring and must not bring with him or her to the Company or use in the performance of his or her responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless Employee or the Company has obtained written authorization from the former employer for their possession and use.

(b) Accordingly, Employee advises the Company that the only materials or documents of a former employer that are not generally available to the public that Employee will bring to the Company or use in his or her employment are identified on Annex B attached hereto, and as to each such item, Employee represents that Employee has obtained, prior to the effective date of his employment with the Company, written authorization for their possession and use in connection with his employment with the Company.

(c) Employee also understands that, in his or her employment with the Company, Employee may not breach any obligation of confidentiality or duty that Employee has to former employers or others, and Employee agrees that Employee shall fulfill all such obligations during Employee's employment with the Company.

10. Non-Solicitation. In consideration of the amounts to be paid to Employee by the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, (i) for a period of four (4) years following the Effective Date, and (ii) if Employee's employment with the Company or any of its affiliates or subsidiaries terminates for any reason (other than death) within four (4) years of the Effective Date, for a period of one (1) year beyond the date Employee's employment is terminated, Employee shall not directly or indirectly, for himself or herself or on behalf of or in conjunction with any other person, company, partnership, business, group, venturer, or other entity (each, a "Person"):

(a) engage, directly or indirectly, as an officer, director, shareholder, owner, partner, joint venturer, or in any managerial capacity, whether as an employee, independent contractor, consultant or advisor (paid or unpaid), or as a sales representative, in any business selling, marketing, or providing any products or services, or engaging in the research and development for the purposes of providing any products or services in competition with the

direct

RT
g/a

Company within the United States at the time Employee's employment terminates (the "Territory");

(b) directly or indirectly, call upon any Person who is, at that time, or who was at any time within two years prior to that time, an employee of the Company in a managerial capacity for the purpose or with the intent of enticing such employee away from or out of the employ of the Company; *provided, however,* that the Employee shall be permitted to call upon and hire any member of his immediate family;

(c) directly or indirectly, call upon any Person which is, at that time, or which has been, within two years prior to that time, a customer of the Company within the Territory for the purpose of soliciting or selling products or services in competition with the Company within the Territory; or

Direct RT 9/14

(d) directly or indirectly, call upon all prospective acquisition candidate, on the Employee's own behalf or on behalf of any competitor of the Company, which candidate was either called upon by the Company or for which the Company made an acquisition analysis, for the purpose of acquiring such entity; *provided, however,* that nothing in this Section 10 shall be construed to preclude the Employee from making any investments in the securities of any business enterprise whether or not engaged in competition with the Company, to the extent that such securities are actively traded on a national securities exchange or in the over-the-counter market in the United States or on any foreign securities exchange; *provided, further,* that any such investment does not exceed 5% of the outstanding voting securities of such enterprise; and *provided, further,* that such permitted activity shall not relieve the Employee from any other provisions of this Agreement.

11. No Employment Agreement. Employee agrees that the Company is not by reason of this Agreement obligated to retain Employee in its employment.

12. Remedies for Breach. Employee agrees that any breach of this Agreement by Employee would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies of law, the right to temporary and permanent injunctive relief. (including, without limitation, specific performance, and other equitable relief, without the necessity of the enforcing party proving actual damages and without regard to the adequacy of any remedy at law, to prevent or redress the violation of Employee's obligations hereunder.)

13. Severability. If any provision hereof shall be declared unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. Further, such provision shall be reformed and construed to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.

14. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered

personally or sent by certified mail, return receipt requested, first-class postage prepaid, to the parties to this Agreement at the following addresses:

(i) if to the Company at:

Codeon Corporation,
9108-A Guilford Road
Columbia, Maryland 21046
Attention: Ganesh K. Gopalakrishnan, President
and

(ii) if to the Employee at:

Robert F. Tavlykaev

or to such other address as either party to this Agreement shall have last designated by notice to the other party. All such notices and communications shall be deemed to have been received on the earlier of the date of receipt or the third business day after the date of mailing thereof.

15. Effective Date. This Agreement shall be effective as of the first day of Employee's employment by the Company.

16. Successors and Assigns. This Agreement shall be binding upon Employee, his or her heirs, executors, assigns, and administrators, shall inure to the benefit of the Company, its successors, and assigns, and shall survive the termination of Employee's employment by the Company, regardless of the manner of such termination.

17. Applicable Law. This Agreement shall in all respects be governed by, construed and enforced in accordance with the internal laws of the State of Maryland, without regard to principles of conflicts of law.

18. Venue. Employee irrevocably consents to the jurisdiction of the courts located in the State of Maryland to resolve any claim or controversy relating to this Agreement. Each proceeding shall be heard by federal or state courts located in the State of Maryland.

19. Waiver. Either Employee or the Company may by written notice to the other: (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement; (ii) waive compliance with any of the conditions or covenants of the other party contained in this Agreement; and (iii) waive or modify performance of any of the obligations of the other party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance


with any representation, warranty, covenant, or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach, and no failure by either party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise that right or privilege at any subsequent time or times hereunder.

20. Amendment. This Agreement may be terminated, amended, modified, or supplemented only by a written instrument executed by Employee and the Company.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

22. Assignment. This Agreement may not be assigned by the Employee.

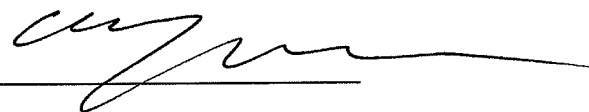
IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

 (SEAL)

Robert F. Tavlykaev

Accepted and Agreed to:

CODEON CORPORATION

By: 

Name: Ganesh K. Gopalakrishnan
Its: President

ANNEX A
CODEON CORPORATION
TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, documents or property, or reproductions of any aforementioned items belonging to Codeon Corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Proprietary Information, Inventions, and Non-solicitation Agreement ("Agreement") signed by me, including the reporting of any Inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, processes, structures, formulae, data, know-how, improvements, inventions, product concepts, techniques, marketing plans, strategies, forecasts, customer lists and information about the Company's employees and/or consultants (including, without limitation, the compensation, job responsibility and job performance of such employees and/or consultants).

Date: _____

Signature: _____

Print or Type Name: Robert F. Tavlykaev

ANNEX B

LIST OF INVENTIONS

Ganesh K. Gopalakrishnan
President
Codeon Corporation
9108-A Guilford Road
Columbia, Maryland 21046

Gentlemen and Ladies:

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Codeon Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company, which items shall not be deemed to be "Inventions" for purposes of the foregoing Proprietary Information, Inventions, and Non-solicitation Agreement:

Intellectual property described in publications and patents prepared for submission, submitted, to be submitted based on prior work, and/or issued prior to my employment by CODEON.

(completed by employee)

(continued at the bottom)

I propose to bring to my employment the following materials and documents of a former employer that are not generally available to the public, which materials and documents may be used in my employment by the Company pursuant to written authorization previously obtained by me:

None at this time. If deemed necessary, TBD at a later time.

(completed by employee)

Date: 9/11/00

Robert Tavlykaev

(continued)

In particular:

1. Realization of apodized interaction in coupled-waveguide structures.
2. Linearized Y-fed coupler modulators and techniques of broadening their bandwidth
3. Slow-wave modulators with waveguide reflectors.

PATENT ASSIGNMENT

WHEREAS, the below named inventors, Robert Tavlykaev of Ellicott City, Maryland, and Alan Donaldson of Clarksville, Maryland, collectively ASSIGNOR, each having a principal address at 10335 Guilford Road, Jessup, Maryland 20794, are the owner of all right, title and interest to U.S. Patent 6,795,620, entitled "Fiber tail assembly with optical signal tap."

WHEREAS, Covega Corporation, a Delaware corporation, having a principal address at 10335 Guilford Road, Jessup, Maryland 20794, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said patent.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid to Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention and the said application, and all divisions, renewals and continuations thereof, and all patents which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the United States applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

This assignment includes the right to sue past, current, and future infringers of the said patent and invention, to obtain damages and injunctive relief from or against all such infringers, and to recover all damages in connection therewith, including past damages.

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and


ASSIGNOR covenants and agrees that it has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Robert Tavlykaev, ASSIGNOR

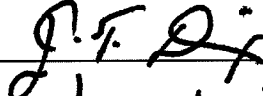
Date: _____

Alan Donaldson, Assignor



Date: 3/16/09

COVEGA CORPORATION, ASSIGNEE

By: 
Name: Joseph T. Dixon
Title: President
Date: 3/16/09