

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Larry J. Smith	04/13/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Datalogic Scanning, Inc.
Street Address:	959 Terry Street
City:	Eugene
State/Country:	OREGON
Postal Code:	97402
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12127685
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(503)220-2480
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5032243380
Email:	mcpillips@stoel.com
Correspondent Name:	Matthew C. Phillips
Address Line 1:	Stoel Rives LLP, 900 SW Fifth Avenue
Address Line 2:	Suite 2600
Address Line 4:	Portland, OREGON 97210
ATTORNEY DOCKET NUMBER:	51306-1096
NAME OF SUBMITTER:	Matthew C. Phillips
Total Attachments: 2 source=1096Assignment#page1.tif source=1096Assignment#page2.tif	

OP \$40.00 12127685

ASSIGNMENT

WHEREAS, I, Larry J. Smith, a citizen of the United States, hereinafter "ASSIGNOR", have invented new and useful **METHODS AND SYSTEMS FOR FORMING IMAGES OF MOVING OPTICAL CODES** for which a patent application was filed on May 27, 2008 and assigned Serial No. 12/127,685, (hereinafter "said invention");

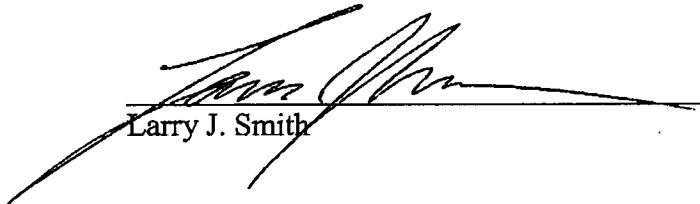
AND WHEREAS Datalogic Scanning, Inc., a Delaware corporation, having a place of business at 959 Terry Street, Eugene, Oregon 97402-9120 hereinafter "ASSIGNEE", is desirous of acquiring the entire right, title and interest in and to said invention and in and to the Letters Patent to be granted and issued therefor in the United States of America and its territories and possessions, and all countries foreign thereto;

NOW, THEREFORE, for a valuable consideration, the receipt of which ASSIGNOR acknowledges, ASSIGNOR has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in said application and said invention, and in any and all United States Letters Patents that may be granted and issued therefor and all continuations, divisionals, continuations-in-part, reissues and extensions thereof, and all priority rights under the Patent Cooperation Treaty and the Paris Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said invention in any foreign countries and all patents (including all continuations, divisionals, continuations-in-part, extensions, renewals and reissues thereof) granted for said invention in any foreign countries; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patent registrations, certificates and the like for said invention to ASSIGNEE in accordance with the terms of this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance have been or will be made or entered into which would conflict with this Agreement.


ASSIGNOR further covenants that ASSIGNOR will, upon request, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said applications, and said patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application(s), said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 12<sup>th</sup> day of April, 2009.

  
Larry J. Smith

STATE OF OREGON                    )  
  )     ss.  
COUNTY OF LANE                    )

On April 13, 2009, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Larry J. Smith, known to me to be the person whose name is subscribed to the above Assignment, and acknowledged that he executed the same.

  
Notary Public in and for  
Said County and State

