# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Brian Levey	07/21/2009
Colman Shannon	07/21/2009
David Slocum	07/29/2009
Michael Vrhel	07/26/2009

### RECEIVING PARTY DATA

Name:	Datacolor Holding AG
Street Address:	Obergrundstrasse 110
City:	Luzern
State/Country:	SWITZERLAND
Postal Code:	CH-6002

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11281152

### **CORRESPONDENCE DATA**

Fax Number: (732)842-8388

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Address Line 4: Shrewsbury, NEW JERSEY 07702

ATTORNEY DOCKET NUMBER: DATA/065

NAME OF SUBMITTER: Kin-Wah Tong

PATENT REEL: 023031 FRAME: 0898 OP \$40,00 11281152

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Total Attachments: 4

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> PATENT REEL: 023031 FRAME: 0899

### ASSIGNMENT FOR APPLICATION FOR PATENT

#### WHEREAS:

Names and Addresses of Inventors:

- 1) Brian Levey 1648 Fairfield Road Yardley, PA 19067
- 2) Colman Shannon 180 Franklin Corner Road, Apt A-8 Lawrenceville, NJ 08648-2504

- David Slocum
   44618 Kornell Street
   Temecula, CA 92592
- 4) Michael Vrhel 23610 NE 6<sup>th</sup> Street Sammamish, WA 98074

(hereinafter referred to as Assignors), have invented a certain invention entitled:

#### TRISTIMULUS COLORIMETER HAVING INTEGRAL DYE FILTERS

for which application for Letters Patent in the United States was executed on November 16, 2005, and is associated with U.S. Serial No. 11/281,152; and

WHEREAS, Datacolor Holding AG, a joint stock company, having a place of business at Obergrundstrasse 110, CH-6002, Luzern, Switzerland (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

- 1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.
- 2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said

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Assignors in providing such cooperation shall be paid for by said Assignee.

- 3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.
- 4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	July 21, 2009	BRIANLEVEY
2)	July 21, 2009	Colmon Florma COLMAN SHANNON
3)	<u>Jul</u> , 2009	DAVID SLOÇUM
4)	, 2009	MICHAEL VRHEL

PATENT REEL: 023031 FRAME: 0901 Assignors in providing such cooperation shall be paid for by said Assignee.

- 3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.
- 4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	2009	BRIAN LEVEY	<del></del>
2)	, 2009	COLMAN-SHANNON	· ×:
3)	July 29, 2009	DAVID SLOCUM	
4)	, 2009	MICHAEL VRHEL	

PATENT REEL: 023031 FRAME: 0902 Assignors in providing such cooperation shall be paid for by said Assignee.

- 3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.
- 4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	, 2009	BRIAN LEVEY
2)	2009	COLMAN SHANNON
3)	Day 2009	DAVID SLOCUM
4)	July 26, 2009	MICHAEL VIRUE)

PATENT

REEL: 023031 FRAME: 0903