

11-19-2009

11/18/09



103581170

To the Director of the U.S. Patents and

documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Andrew Neil STEIN
Bartholomeus Christianus Leonardus NABBE
Casey Arthur SMITH
James Andrew BAGNELL
David Allen TOLLIVER

Execution Date(s): 10/29/2009; 10/22/2009; 10/23/2009;
11/01/2009; 11/01/2009; respectively

Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Tandent Vision Science, Inc.

Internal Address: _____

Street Address: 505 Montgomery Street

City: San Francisco

State: CA

Country: U.S.A.

Zip: 94111

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

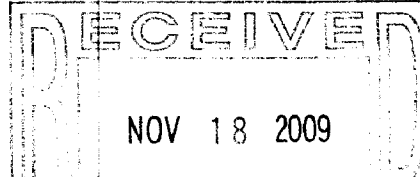
4. Application number(s) or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
12/584,910

B. Patent No.(s)

Additional numbers attached? Yes No



5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: William C. Gehris

Internal Address: Davidson, Davidson & Kappel, LLC

Street Address: 485 Seventh Avenue

14th Floor

City: New York

State: NY Zip: 10018

Phone Number: (212) 736 1940

Fax Number: (212) 736 2427

Email Address: ddk@ddkpatent.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

11/18/2009 NJAMA1 00000020 12584910

b. Deposit Account Number 50-0552

Authorized User Name Davidson, Davidson & Kappel, LLC **40.00 OP**

9. Signature :

Signature

November 16, 2009

Date

John S. Economou, Reg. No. 38,439

Total number of pages including cover sheet, attachments, and documents **4**

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, I (We), Andrew Neil STEIN, residing at 35 Yoder St., Pittsburgh, PA 15207; Bartholomeus Christianus Leonardus NABBE, residing at 6861 NE Vinings Way #1552, Hillsboro, OR 97124; Casey Arthur SMITH, residing at 2013 Overlook Dr, Grand Junction, CO 81505; James Andrew BAGNELL, residing at 7428 Richland Manor Drive, Pittsburgh, PA 15208; and David Allen TOLLIVER, residing at 4102 Butler St #2, Pittsburgh, PA 15201, ASSIGNOR(S), have invented certain new and useful improvements in **METHOD AND SYSTEM FOR LEARNING A SAME-MATERIAL CONSTRAINT IN AN IMAGE**, an application for a Patent of the United States for which:

I (we) am (are) about to execute;
 was executed on _____ (date(s));
 is identified by Davidson, Davidson & Kappel, LLC, Docket No. 590.1029;
 was filed on September 15, 2009 as US Serial No. 12/584,910;
 I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel, LLC of 485 Seventh Avenue, 14th Floor, New York, New York 10018 to insert here in parentheses (Application number _____, filed _____) the filing date and application number of said application when known; and

WHEREAS, **Tandent Vision Science, Inc., 505 Montgomery Street, San Francisco, CA 94111**, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do 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 United States application and all divisions, renewals and continuations thereof, and all Patents of the United States 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 invention 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 said United States application 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, inventors' 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; and

I (WE) HEREBY authorize and request 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

aforsaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and


I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me (us) 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.

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated: 10/24/09


Andrew Neil STEIN

Dated: 10/22/09


Bartholomeus Christianus
Leonardus NABBE

Dated: 10/23/09


Casey Arthur SMITH

Dated: 11/1/09


James Andrew BAGNELL

Dated: 11/1/09


David Allen TOLLIVER

