

02-16-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103588692

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

W. Eric Boyd

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/15/09

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Irvine Sensors Corporation

Internal Address:

Street Address: 3001 Red Hill Ave., Bldg. 4/108

City: Costa Mesa

State: California

Country: Orange Zip 92626

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

12/586,477

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sheri Anderson

Internal Address:

Street Address: Irvine Sensors Corp.

3001 Red Hill Ave., Bldg. 4/108

City: Costa Mesa

State: California Zip 92626

Phone Number: 714-444-8835

Fax Number: 714-444-8773

Email Address: sanderson@irvine-sensors.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 to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

02/16/2010 NJAMA1 00000007 12586477
Authorized User Name 01 FC:8021

48.00 OP

9. Signature:

Signature

02/09/10

Date

Sheri Anderson
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 023952 FRAME: 0185

ASSIGNMENT OF PATENT RIGHTS

The undersigned, **W. Eric Boyd**, residing in **San Clemente, CA**, (as the “**Assignor**”) has invented and wishes to assign the invention(s) and improvement(s) described and disclosed in the Patent Application(s) described below (the “**Invention**”) and **Irvine Sensors Corporation, a Delaware corporation** (“**Assignee**”), desires to acquire the entire right, title and interest in and to the assets and rights convey, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of the date hereof, (this “**Assignment**”).

Therefore, for valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby irrevocably and unconditionally conveys, assigns, and transfers to Assignee, the full extent of his right, title, and interest in and to any and all of the following (the “**Rights**”):

- The Inventions and all rights in any country of the world with respect to the Inventions;
- The provisional patent applications, non-provisional patent applications, patent applications, and patents listed in the table below, as well as all letters patent, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Inventions, as well as any and all divisions, continuations (in whole or in part), substitutions, renewal, or other applications claiming priority rights from the Patents or Inventions (the “**Patents**”);
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Patents;
- All non-United States patents, patent applications, and counterparts with respect of the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Inventions and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

Patent or

| <u>Application No.</u> | <u>Country</u> | <u>Filing Date</u> | <u>Title of Patent and First Named Inventor</u> |
|-------------------------------|-----------------------|---------------------------|--|
| 12/586,477 | US | 09/22/2009 | Portable lip reading sensor system |

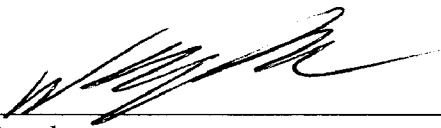
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A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, his successors or assigns, and anyone properly designated by him.

ASSIGNOR:



W. Eric Boyd

12/15/09

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On January 19, 2010 before me, J. Hughes, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared W. Eric Boyd

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~-whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

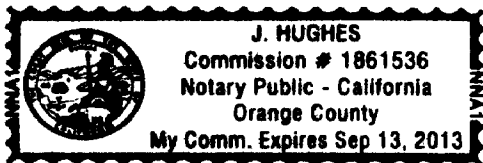
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Patent Rights (Patent No. 12/586,477)

Document Date: December 15, 2009

Number of Pages: 2

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name: W. Eric Boyd

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
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☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



PATENT

RECORDED: 02/12/2010

REEL: 023952 FRAME: 0188