

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zyvex Instruments, LLC	02/11/2010
RECEIVING PARTY DATA	
Name:	DCG Systems, Inc.
Street Address:	45900 Northport Loop East
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11064127
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ATTORNEY DOCKET NUMBER:	049259-076000
NAME OF SUBMITTER:	Joseph Bach, Reg. No. 37,771
Total Attachments: 4 source=11064127_Assignment#page1.tif source=11064127_Assignment#page2.tif source=11064127_Assignment#page3.tif source=11064127_Assignment#page4.tif	

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment") dated as of February 11, 2010 ("Effective Date"), is made by and between Zyvex Instruments, LLC, a Texas limited liability company ("Assignor") and DCG Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee and James R. Von Ehr, II have entered into an Asset Purchase Agreement, executed on January 29, 2010 ("Purchase Agreement"), pursuant to which Assignor has agreed to assign certain patents related to the Business to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Purchase Agreement, the parties agree as follows:

1. Definitions. Capitalized words used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

"Patents" shall mean the patents and patent applications listed on the Attachment 1, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations and continuation-in-parts and any other applications or patents that claim priority therefrom, including, without limitation, any corresponding foreign patents and applications.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Patents, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute applications for and maintain the Patents.


3. Further Assurances. Assignor shall take all actions requested by Assignee and reasonably necessary and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Patents. Such actions shall include, without limitation, providing documents and information useful or necessary to prosecute any application to register any of the Patents, or to pursue or defend any administrative, court, or other legal proceeding involving any of the Patents.

4. Governing Law. This Patent Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws provisions thereof. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the Effective Date.

ASSIGNOR:
ZYVEX INSTRUMENTS, LLC

ASSIGNEE:
DCG SYSTEMS, INC.

By: 
Name: James R. Von Ehr, II
Title: CEO

By: _____
Name: Israel Niv
Title: President and Chief Executive Officer

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ZYVEX INSTRUMENTS, LLC

ASSIGNEE:
DCG SYSTEMS, INC.

By: _____
Name: James R. Von Ehr, II
Title: CEO

By:  _____
Name: Israel Niv
Title: President and Chief Executive Officer

Country	Application No.	Filing Date	Patent No.	Grant Date	Title
REDACTED					

ATTACHMENT 1 TO PATENT ASSIGNMENT

Country	Application No.	Filing Date	Patent No.	Grant Date	Title
REDACTED					
United States	11/064,127	2/23/2005	7,319,336	1/15/2008	Charged Particle Beam Device Probe Operation