# PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Byung Choi	09/21/2010
Min Kyu Song	09/21/2010
Byounghee Lee	09/21/2010

#### RECEIVING PARTY DATA

Name:	NanoLambda, Inc.	
Street Address:	510 William Pitt Way	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15238	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	12933802
Application Number:	61064732
PCT Number:	US0937621

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	8414-111US
NAME OF SUBMITTER:	Leon Radomsky

501297244 REEL: 025022 FRAME: 0128

DP \$120,00 12933802

Total Attachments: 3

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> PATENT REEL: 025022 FRAME: 0129

Attorney Docket No.: 8414-111US

### ASSIGNMENT AND AGREEMENT

WHEREAS, Byung CHOI, Min Kyu SONG and Byounghee LEE (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled MULTI-PURPOSE PLASMONIC AMBIENT LIGHT SENSOR AND VISUAL RANGE PROXIMITY SENSOR for which (a) a provisional United States patent application was filed on March 24, 2008, as Application No. 61/064,732, and (b) a Patent Cooperation Treaty patent application was filed on March 19, 2009, as Application PCT/US2009/037621;

WHEREAS, NanoLambda, Inc., having its principal place of business at 510 WILLIAM PITT WAY, PITTSBURGH, PA 15238 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

Page 1 of 3

Attorney Docket No.: 8414-111US

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **The Marbury Law Group PLLC** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **The Marbury Law Group PLLC** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

EXECUTED this 2 day of	September, 2010.
	_ do Rl
STATE OF	Byung CHOI
STATE OF	-
COUNTY OF	
, to me known,	, 20 personally appeared before me and known by me to be the same person bing instrument, and acknowledged that he/she ill and for the purposes set forth.
	Notary Public
My commission expires:	

[SIGNATURES CONTINUE ON NEXT PAGE]

Attorney Docket No.: 8414-111US

EXECUTED this day of	<u>September</u> , 2010.
	hyle
STATE OF	Min Kyu SONG
COUNTY OF	
On this day of, to me know	_, 20 personally appeared before me wn, and known by me to be the same person
described in and who executed the foregoi executed the same, of his/her own free wil	ng instrument, and acknowledged that he/she
	Notary Public
My commission expires:	
EXECUTED this 21 day of	September, 20/0.  Byounghee LEE
COUNTY OF	
, to me know	, 20 personally appeared before me wn, and known by me to be the same person ng instrument, and acknowledged that he/she l and for the purposes set forth.
	Notary Public
My commission expires:	
[THIS ASSIGNMENT	ENDS WITH THIS PAGE]

Page 3 of 3

PATENT REEL: 025022 FRAME: 0132