

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clariant, Inc.	10/16/2007
RECEIVING PARTY DATA	
Name:	Carl Zeiss Microlmaging AIS, Inc., formerly Carl Zeiss Mercury, Inc.
Street Address:	One Zeiss Drive
City:	Thornwood
State/Country:	NEW YORK
Postal Code:	10594
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12763854
CORRESPONDENCE DATA	
Fax Number: (612)349-9266 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 612.349.5740 Email: thorson@ptslaw.com Correspondent Name: Bradley J. Thorson Address Line 1: 80 South 8th Street Address Line 2: Suite 4800 IDS Center Address Line 4: Minneapolis, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	4062.43US03
NAME OF SUBMITTER:	Bradley J. Thorson
Total Attachments: 6 source=4062_43US03_Assign_C2Z#page1.tif source=4062_43US03_Assign_C2Z#page2.tif source=4062_43US03_Assign_C2Z#page3.tif source=4062_43US03_Assign_C2Z#page4.tif source=4062_43US03_Assign_C2Z#page5.tif source=4062_43US03_Assign_C2Z#page6.tif	

OP \$40.00 12763854

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**PATENT**  
**REEL: 026556 FRAME: 0505**

## PATENT ASSIGNMENT

WHEREAS, Clariant, Inc. ("Assignor"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 31 Columbia, Aliso Viejo, California 92656, was the registered owner and assignee of the patents and patent applications identified on Exhibit A (the "Assigned Patent Rights");

WHEREAS, Carl Zeiss MicroImaging AIS, Inc., formerly Carl Zeiss Mercury, Inc. ("Assignee"), a business entity organized and existing under the laws of the State of Delaware, is acquiring the entire right, title and interest in the Assigned Patent Rights;

NOW, THEREFORE, for good and valuable consideration to Assignor in hand paid by said Assignee, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said Assigned Patent Rights, along with the right to recover for damages and profits for past infringements thereof, as well as any and all applications claiming priority to said Assigned Patent Rights, including all divisions, continuations, reissues or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues, reexaminations or extensions of such patents including all of its rights under the International Convention, and Assignor does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

Assignor authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as dated below.

ASSIGNOR: CLARIENT, INC.

Date: 10/16/07



Signature

Ronald Andrews


Name Printed or Typed

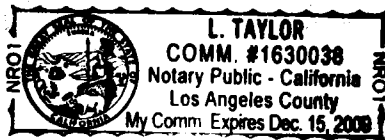
CEO

Title

On 10/16/, 2007, before me, Leslye Taylor, Notary Public, personally appeared Ronald Andrews personally known to me (or 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.

WITNESS my hand and official seal.

Signature  (seal)



# EXHIBIT A

Application Serial No.	Filing Date	Issue Date	U.S. Patent No.
60/026,805	11/30/1995	-	-
08/758,436	11/27/1996	4/10/2001	6,215,892
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## EXHIBIT A

Application Serial No.	Filing Date	Issue Date	U.S. Patent No.
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## EXHIBIT A

Application Serial No.	Filing Date	Issue Date	U.S. Patent No.
11/430,721	5/9/2006	-	-
11/472,820	6/21/2006	-	-
11/485,478	7/12/2006	-	-
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60/883,616	1/5/2007	-	-
11/622,433	1/11/2007	-	-

State of California

County of Orange

SS.

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 10/16/2007, before me, Leslye Taylor,  
Date Printed Name of Notary Public

personally appeared \_\_\_\_\_,  
Printed Name(s) of Signer(s)

☐ personally known to me - or -

☒ proved to me on the basis of satisfactory evidence:

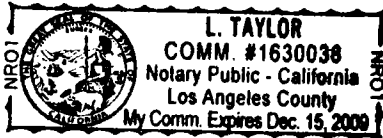
☒ form(s) of identification

Drivers License CA

☐ credible witness(es)

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.

WITNESS my hand and official seal.



Leslye Taylor  
Signature of Notary Public

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document  
titled/for the purpose of Clarent Patent

containing 3 pages, and dated 10/16/07

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☒ Corporate Officer(s)

CEO

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing:

Clarent Inc

Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

☐ Other