

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
John MITCHELL	03/18/2009
Dwight A. SEHLER	03/18/2009
Jon SANDBERG	06/15/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Particle Measuring Systems, Inc.
Street Address:	5475 Airport Boulevard
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13245366
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(303)499-8089
Phone:	3034998080
Email:	rfriedland@greenleesullivan.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Ronald Friedland
Address Line 1:	4875 Pearl East Circle, Suite 200
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	134-07B
NAME OF SUBMITTER:	SHIREEN R. MARSHALL
Total Attachments: 5 source=134-07_Assignment#page1.tif source=134-07_Assignment#page2.tif source=134-07_Assignment#page3.tif source=134-07_Assignment_2#page1.tif source=134-07_Assignment_2#page2.tif	

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**ASSIGNMENT**

WHEREAS, WE:

1. **John MITCHELL**, residing at 10552 Mooring Rd, Longmont, Colorado, 80504, USA;
2. **Dwight A. SEHLER**, residing at 1483 Mayfield Circle, Longmont, Colorado, 80501, USA;

(herein called "ASSIGNOR"), are inventors of the invention entitled:

"NON-ORTHOGONAL PARTICLE DETECTION SYSTEMS AND METHODS",

for which the following patent application(s):

Application Type	Application Serial No.	Filing Date
United States Provisional Application	61/005,336	December 4, 2007
United States Patent Application	12/326,335	December 2, 2008
PCT International Application (WO)	PCT/US08/85236	December 2, 2008

were submitted or filed (collectively, the "LISTED APPLICATIONS");

AND WHEREAS, **Particle Measuring Systems, Inc.** (herein called "ASSIGNEE"), an entity organized and existing under the laws of the Colorado, having a principal place of business at **5475 Airport Boulevard, Boulder, Colorado, 80301**, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application(s);

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, a said ASSIGNOR, 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, my entire right, title and interest in, to and under the said invention, and the said United States Application and all divisions, renewals, continuations and subsequent applications 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 of said patent applications listed herein and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such

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application and applications thereof and therefrom 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 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 aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

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

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said invention in any and all countries;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

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3-18-09  
Date

John Mitchell  
John MITCHELL

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

BEFORE ME, the undersigned authority, on this 18<sup>th</sup> day of March (month), 2009 (year), personally appeared the above person, known to me to be the person whose name is subscribed to this instrument and who acknowledged to me that s/he executed the same of his/her own free will for the purposes and consideration herein expressed.

Date: March 18<sup>th</sup> 2009  
Notary Public

My Commission expires: 11/26/2009

18 March 2009  
Date

Dwight A. Sehler  
Dwight A. SEHLER

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

BEFORE ME, the undersigned authority, on this 18<sup>th</sup> day of March (month), 2009 (year), personally appeared the above person, known to me to be the person whose name is subscribed to this instrument and who acknowledged to me that s/he executed the same of his/her own free will for the purposes and consideration herein expressed.

Date: March 18<sup>th</sup> 2009  
Notary Public

My Commission expires: 11/26/2009

Additional Assignors on additional sheets: No

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**CONFIRMATORY ASSIGNMENT**

WHEREAS, I:

Karen R. Sandberg, of Shelton, Washington, USA, am the legal representative for the inventor:

Jon Sandberg, of Erie, Colorado, USA (herein called "ASSIGNOR");

of the invention entitled:

"NON-ORTHOGONAL PARTICLE DETECTION SYSTEMS AND METHODS",

for which the following patent application(s):

Application Type	Application Serial No.	Filing Date
United States Provisional Application	61/005,336	December 4, 2007
United States Patent Application	12/326,335	December 2, 2008
PCT International Application (WO)	PCT/US08/85236	December 2, 2008

were submitted or filed (collectively, the "LISTED APPLICATIONS");

AND WHEREAS, Particle Measuring Systems, Inc. (herein called "ASSIGNEE"), an entity organized and existing under the laws of the Colorado, having a principal place of business at 5475 Airport Boulevard, Boulder, Colorado, 80301, is desirous of obtaining said ASSIGNOR's entire right, title and interest in, to and under the said invention and the said application(s);

AND THIS CONFIRMATORY ASSIGNMENT does hereby memorialize, as additionally set forth in the PROPRIETARY RIGHTS AGREEMENT of June 29, 2006, that in consideration of contractual and other legal obligations, and other good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns said ASSIGNOR's entire right, title and interest in, to and under the said invention, and the said United States Application and all divisions, renewals, continuations and subsequent applications 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 of said patent applications listed herein and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or

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the domestic laws of the country in which any such application and applications thereof and therefrom 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 SAID ASSIGNOR has authorized 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 aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND SAID ASSIGNOR has authorized the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

6/15/09  
Date

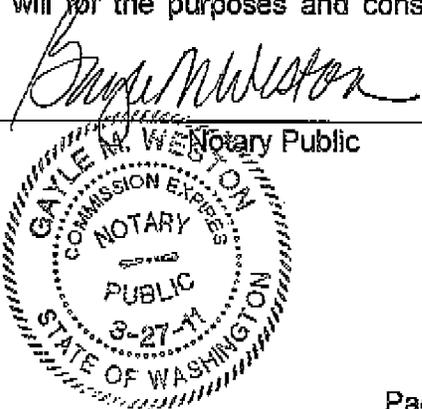
Karen R Sandberg  
Signature

Karen R. Sandberg,  
Legal Representative for Jon Sandberg

STATE OF Washington )  
COUNTY OF Nelson ) ss.

BEFORE ME, the undersigned authority, on this 15<sup>th</sup> day of June (month), 2009 (year), personally appeared the above person, known to me to be the person whose name is subscribed to this instrument and who acknowledged to me that s/he executed the same of his/her own free will for the purposes and consideration herein expressed.

Date: 6/15/09  
My Commission expires: 3/27/11



Additional Assignors on additional sheets: No