## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Edward W. Withrow III	01/03/2008
Jorn Gorlach	12/26/2007

### **RECEIVING PARTY DATA**

Name:	Avantgarde, LLC
Street Address:	P.O. Box 448
City:	Lakehurst
State/Country:	NEW JERSEY
Postal Code:	08733

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13248307

# **CORRESPONDENCE DATA**

**Fax Number**: (856)810-1454 **Phone**: 8568101515

Email: ptoactions@licataandtyrrell.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jane Massey Licata
Address Line 1: Licata & Tyrrell P.C.
Address Line 2: 66 E. Main St

Address Line 4: Marlton, NEW JERSEY 08053

ATTORNEY DOCKET NUMBER:	ALA0006US.C1
NAME OF SUBMITTER:	Jane Massey Licata

Total Attachments: 6

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> PATENT REEL: 027069 FRAME: 0904

### ASSIGNMENT

WHEREAS, we, Edward W. Withrow III of 521 Toro Canyon Road, Santa Barbara, California 93108 and Jorn Gorlach of 3194 Quarry Road, Manchester, New Jersey 08759, hereinafter referred to as the assignors are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. 11/924,033, filed October 25, 2007, entitled Portable Apparatus for Improved Sample Analysis; and

WHEREAS, Avantgarde, LLC, hereinafter referred to as the assignee, of P.O. Box 448, Lakehurst, New Jersey 08733, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application or any other application based in whole or in part thereon and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal

PATENT REEL: 027069 FRAME: 0905

representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we 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 on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

	A.	
	Edward W. Withrow III	(L.S.)
COUNTY OF	 ss :	
personally came the personally known and executed the foregoing	day of, 200 above named <u>Edward W. Withrow</u> known to me to be the same ind g assignment, and who acknowledged was of those persons' own free wein set forth.	<u>III</u> to me ividual who l to me that
· 		
No	otary Public	

Jorn Gorlach (L.S.)

Now Jersey : SS COUNTY OF OCEN :

On this Act day of December, 2007, before me personally came the above named Jorn Gorlach to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of those persons' own free will for the use and purposes therein set forth.

Notary Public

KRISTEN A CHADWICK Notary Public State of New Jersey My Commission Expires Apr 27, 2011 Attorney Docket No.: ALA0006US

### <u>ASSIGNMENT</u>

WHEREAS, we, Edward W. Withrow III of 521 Toro Canyon Road, Santa Barbara, California 93108 and Jorn Gorlach of 3194 Quarry Road, Manchester, New Jersey 08759, hereinafter referred to as the assignors are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. 11/924,033, filed October 25, 2007, entitled Portable Apparatus for Improved Sample Analysis; and

WHEREAS, Avantgarde, LLC, hereinafter referred to as the assignee, of P.O. Box 448, Lakehurst, New Jersey 08733, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application or any other application based in whole or in part thereon and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal

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representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we 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 on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Edward W. Withrow III

COUNTY OF LOS Angells:

On this day of January, 2008, before me personally came the above named Edward W. Withrow III to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of those persons' own free will for the

use and purposes therein set forth.

NURIA S. CARBAJAL
Commission # 1644817
Notary Public - California
Los Angeles County
My Comm. Expires Feb 12, 2010

Notary Public

	(L,S.)
	Jorn Gorlach
COUNTY OF:	
and known to me to be foregoing assignment, and	of, 200, before me named <u>Jorn Gorlach</u> to me personally known the same individual who executed the who acknowledged to me that execution of ersons' own free will for the use and h.
Notar	y Public