

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	This submission is to correct an error in the cover sheet previously recorded. Recorded on Reel 026966 and Frame 0412
CONVEYING PARTY DATA	
Name	Execution Date
CyberOptics Corporation	08/18/2011
RECEIVING PARTY DATA	
Name:	Quality Vision International, Inc.
Street Address:	850 Hudson Ave
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14621
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6088110
Patent Number:	6288786
Patent Number:	6353478
CORRESPONDENCE DATA	
Fax Number:	(585)232-2152
Email:	ssalai@hselaw.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:	Stephen B. Salai
Address Line 1:	1600 Bausch & Lomb Place
Address Line 4:	Rochester, NEW YORK 14604
ATTORNEY DOCKET NUMBER:	CYBEROPTICS
NAME OF SUBMITTER:	Aliya R. Khazon
<p>Total Attachments: 9</p> <p>source=2011-11-10_Patent_Sale_Agreement#page1.tif</p>	

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PATENT
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source=Confirmation_Receipt#page2.tif

**CYBEROPTICS - QVII
PATENT SALE AGREEMENT**

This Patent Sale Agreement ("**Agreement**"), dated August 18, 2011 (the "**Effective Date**"), is made by and between CyberOptics Corporation ("**Seller**"); and Quality Vision International, Inc. ("**Buyer**"). Seller and Buyer are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS, Seller owns the patents identified herein; and

WHEREAS, Seller desires to sell to Buyer its entire right, title and interest in such patents identified herein.

NOW, THEREFORE, in consideration of the above premises and mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

Section 1 Sale, Purchase and License Back

1.1 Patent Rights. As used herein "**Patent Rights**" means: (a) the Patents and all rights therein; and (b) any causes of action (whether known or unknown, or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Patents.

1.2 Sale of Patent Rights. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer on the Effective Date, and Buyer hereby purchases and acquires from the Seller, all right, title, and interest in and to the Patent Rights, including, without limitation: (a) all right, title and interest in and to the patents listed in the table below (collectively, the "**Patents**"); and (b) all right, title and interest to sue and collect for past infringement of the Patents.

<i>Patent Number</i>	<i>Country</i>	<i>Filing Date</i>	<i>Title and first named inventor</i>
6,088,110	U.S.A.	05-25-1999	DIGITAL RANGE SENSOR SYSTEM, ERIC P. RUDD
6,288,786	U.S.A.	03-02-2000	DIGITAL RANGE SENSOR SYSTEM, ERIC P. RUDD
6,353,478	U.S.A.	09-03-1999	DIGITAL RANGE SENSOR SYSTEM, ERIC P. RUDD

1.3 Purchase Price and Payment. The total purchase price for the Patent Rights is \$7,000.00 USD, plus actual outside counsel legal fees incurred by Seller in effectuating the sale, transfer and assignment of the Patents to Buyer, not to exceed an amount of \$1,000.00 USD in legal fees (the "**Purchase Price**").

1.4 Documents. As used herein, "**Documents**" means: (a) the recordable *Assignment of Patent Rights* in the form attached hereto as **Exhibit A**, duly executed by Seller; (b) original ribbon copy or certificate of invention for each issued Patent issued by the United States Patent and Trademark Office or other jurisdictional patent office; (c) all agreements assigning ownership of the Patent Rights from the inventors and/or prior owners to Seller; and (d) all files, documents and tangible things constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Patents.

1.5 **Closing.** Subject to the terms and conditions of this Agreement, Buyer and Seller will use commercially reasonable efforts to complete the purchase and sale of the Patent Rights contemplated herein by August 29, 2011 (the "**Closing**"); provided, however, that prior to the Closing: (a) Seller shall deliver to Buyer the Documents; and (b) Buyer shall pay to Seller the Purchase Price by wire transfer as follows:

US Bank N.A.
Minneapolis MN
ABA #091000022

For Credit to:
CyberOptics Corporation
Account #104790487508
SWIFT Code: USBKUS44IMT *

Bank Officer:
Bryan Carow
Commercial Banking
Bus: (612) 303-4583
Fax: (612) 303-2251

* Please note the SWIFT code above has a letter I, not a number 1.

1.6 **Termination.** In the event that the Closing has not occurred by October 1, 2011, either Party may terminate this Agreement by written notice to the other Party. Upon termination, Buyer shall return all Documents received from Seller hereunder. The provisions of Section 3 of this Agreement shall survive the termination of this Agreement.

1.7 **License Back.** Concurrently with completion of the Closing, Buyer agrees to grant and hereby grants to Seller and its' wholly-owned subsidiaries a fully paid-up, royalty-free, irrevocable, perpetual, worldwide, non-exclusive license and right under all claims of the Patents to make, have made, use, import, sell, offer to sell, and have sold any and all current and future products (including through their distribution channels), and to practice any methods covered by any claim of the Patents. The aforesaid license shall be non-assignable and non-transferrable except to a successor-in-interest of all or substantially all of Seller's assets.

Section 2 Representations and Warranties

2.1 **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows:

(a) **Authority.** Seller is a company duly formed, validly existing, and in good standing under the laws of the State of Minnesota. Seller has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Patent Rights to Buyer.

(b) **Title and Contest.** Seller owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue and collect for past infringement of the Patents. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

(c) **Restrictions on Rights.** Buyer will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patent Rights as a result of any prior transaction related to the Patent Rights.

(d) **Validity and Enforceability.** None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other

proceeding, and Seller does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid, unpatentable, or unenforceable.

(e) **Enforcement.** Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not invited any third party to enter into a license under any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents.

(f) **Proceedings.** None of the Patents has been or is currently involved in any reexamination, reissue, interference, opposition or any similar proceeding, and no such proceedings are pending or threatened.

(g) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 2.1 ABOVE, SELLER PROVIDES ABSOLUTELY NO WARRANTIES OR REPRESENTATIONS OF ANY KIND RELATED TO THE PATENT RIGHTS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, AND THE PATENTS ARE SOLD TO BUYER "AS IS".

2.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that: (a) Buyer is a company duly formed, validly existing, and in good standing under the laws of the State of Delaware, and (b) Buyer has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the purchase of the Patent Rights from Seller.

Section 3 General Provisions

3.1 Limitation of Liability. REGARDLESS OF THE NATURE OR TYPE OF CLAIM OR CAUSE OF ACTION, SELLER'S AND BUYER'S TOTAL LIABILITY UNDER THIS AGREEMENT TO THE OTHER PARTY WILL NOT EXCEED THE PURCHASE PRICE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 3.1 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

3.2 Limitation on Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

3.3 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all applicable laws of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

3.4 Confidentiality of Terms. The Parties hereto will keep the terms of this Agreement confidential and will not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other Party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; (e) by Buyer, to potential purchasers or licensees of the Patent Rights; (f) in order to perfect Buyer's interest in the Patent Rights with any governmental patent office; or (g) to enforce Buyer's right, title, and interest in and to the Patent Rights;

provided that, in (b) and (c) above: (i) to the extent permitted by law, the disclosing Party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available, and (ii) the disclosing Party will provide the other Party with at least ten days' prior written notice of such disclosure. Both Parties acknowledge that the breach of this Section 3.4 may give rise to continuing irreparable injury to the non-disclosing Party that may be inadequately compensable in damages at law and without prejudice to any other remedy available to the non-disclosing Party, and may entitle the non-disclosing Party to seek injunctive relief.

3.5 Notices. All notices given hereunder will be given in writing and will be delivered to the address set forth on the signature page to this Agreement by personal delivery or delivery postage prepaid by an internationally-recognized express courier service. Notices are deemed given on the date of receipt if delivered personally or by express courier, or if delivery refused, the date of refusal. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change in accordance with this Section 3.5.

3.6 Relationship of Parties. The Parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

3.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

3.8 Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

3.9 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Minnesota without reference to its choice of law principles.

3.10 Entire Agreement. The Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.

~~3.11 Amendments. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both Parties~~

3.12 Agreement is Controlling. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

3.13 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

3.14 No Rights in Third Parties. The Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any Party), and no action may be

commenced or prosecuted against a Party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.

3.15 **Counterparts.** This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures each of the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

CyberOptics Corporation

Quality Vision International, Inc.

By: 

By: 

Name: Kathleen P. Iverson

Name: Edward T. Polidor

Title: President & CEO

Title: President & CEO

EXHIBIT A
Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, CyberOptics Corporation, a Minnesota corporation, having an address at 5900 Golden Hills Drive, Minnesota 55416 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Quality Vision International, Inc. a Delaware corporation, having an address at 850 Hudson Avenue, Rochester, New York 14621-4839 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following:

(a) the patent(s) listed in the table below (the "**Patents**");

Patent Number	Country	Filing Date	Title and first named inventor
6,088,110	U.S.A.	05-25-1999	DIGITAL RANGE SENSOR SYSTEM, ERIC P. RUDD
6,288,786	U.S.A.	03-02-2000	DIGITAL RANGE SENSOR SYSTEM, ERIC P. RUDD
6,353,478	U.S.A.	09-03-1999	DIGITAL RANGE SENSOR SYSTEM, ERIC P. RUDD

(b) all patents and patent applications: (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by referenced, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection design patent protection, and other governmental grants or issuances;

(e) all inventions, invention disclosures, and discoveries described in any of the Patents that: (i) are included in any claim in the Patents, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents, and/or (iii) could have been included as a claim in any of the Patents;

(f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), including, ~~without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;~~

(g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patents and/or any item in any of the foregoing categories (b) through (f), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement; and

(f) all rights to collect royalties and other payments under or on account of the Patents and/or any item in any of the foregoing categories (a) through (g);

((a)-(f) collectively, the "*Patent Rights*").

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, this Assignment of Patent Rights is executed at 5900 Golden Hills Drive, Minneapolis, Minnesota 55416 in Hennepin County on August 18, 2011.

ASSIGNOR:

CyberOptics Corporation

By: 

Name: Kathleen P. Iverson

Title: President & CEO

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNIPEN)

On August 18, 2011, before me, Jill Standish, Notary Public in and for said State, personally appeared Kathleen P. Iverson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)





United States Patent and Trademark Office

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SUBMISSION TYPE:	NEW ASSIGNMENT										
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<table border="1"><tr><td>Name:</td><td>Qaulity Vision International, Inc.</td></tr><tr><td>Street Address:</td><td>850 Hudson Ave</td></tr><tr><td>City:</td><td>Rochester</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>14621</td></tr></table>	Name:	Qaulity Vision International, Inc.	Street Address:	850 Hudson Ave	City:	Rochester	State/Country:	NEW YORK	Postal Code:	14621	
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CORRESPONDENCE DATA	
Fax Number: (585)232-2152	
Email: ssalai@hselaw.com	
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.	
Correspondent Name: Stephen B. Salai	
Address Line 1: 1600 Bausch & Lomb Place	
Address Line 4: Rochester, NEW YORK 14604	
ATTORNEY DOCKET NUMBER:	C34
NAME OF SUBMITTER:	Aliya Khazon
Signature:	/Aliya R. Khazon/
Date:	09/26/2011
Total Attachments: 7 source=CyberOptics_Agreement#page1.tif source=CyberOptics_Agreement#page2.tif source=CyberOptics_Agreement#page3.tif source=CyberOptics_Agreement#page4.tif source=CyberOptics_Agreement#page5.tif source=CyberOptics_Agreement#page6.tif source=CyberOptics_Agreement#page7.tif	
RECEIPT INFORMATION	
EPAS ID: PAT1701867	
Receipt Date: 09/26/2011	
Fee Amount: \$120	

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