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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Andrey K. Morozov	03/19/2012
Douglas C. Webb	03/19/2012

RECEIVING PARTY DATA

Name:	Teledyne Instruments, Inc.	
Street Address:	1049 Camino Dos Rios	
City:	Thousand Oaks	
State/Country:	CALIFORNIA	
Postal Code: 91360		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	61597150	
Application Number:	13418017	

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 094609-0117; 0118

NAME OF SUBMITTER: Steven C. Becker

Total Attachments: 3

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> PATENT REEL: 027907 FRAME: 0911

OP \$80.00 61597150

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred to Teledyne Benthos, Inc. ("BENTHOS"), and by these presents hereby sells, assigns, and transfers, unto the BENTHOS successor in interest by merger, namely

Teledyne Instruments, Inc. 1049 Camino Dos Rios Thousand Oaks, California 91360

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to:

-	Country	Serial No.	Filing Date	Title
-	US	61/597,150	02/09/2012	SOUND SOURCE
	US	13/418,017	03/12/2012	GAS-FILLED BUBBLE SEISMO-ACOUSTIC
				SOURCE

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for 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 Patent Cooperation Treaty, the Paris Convention and any other international agreement; 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 ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

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.

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative 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, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and 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 Foley & Lardner LLP 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 Foley & Lardner LLP 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 19 day of March	_, 2012.
	ANDREY K. MOROZOV
com a Marach metter	ANDREY K. MOROZOV
State of Massachusetts	
County of Barnstable	**************************************
On this day of <u>March</u> , 2012 before for said county, personally appeared ANDREY K. MOROZOV, who proviname is subscribed to the within instrument and acknowledged to me that his/her signature on the instrument the person, or the entity upon behalf of	e/she executed the same in his/her authorized capacity, and that by
WITNESS my hand and official seal.	
Margature Youise Wetchell	
LOUISE M	
Notary Cammonwealth of My Commissi	Massachusotts
February	2, 2018
Executed this <u>/</u> day of <u>March</u>	_, 2012.
* * *	DOUGLAS C. WEBB
	DOUGLAS C. WEBB
State of Massachusetts)	~
County of Barnstable)	4 25 A
On this 19 day of March 20/2 before for said county), personally appeared DOUGLAS C. WEBB, who proved to	me. Louise Mitchell (a notary public in and me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument and acknowledged to me that his/her signature on the instrument the person, or the entity upon behalf of the control of the con	which the person acted, executed the instrument
WITNESS my hand and official seal.	
Signature Koring Witchell	
	WILCHETT
A Commonwealth	y Public of Massachusetts
	ssion Expires y 2, 2018
Page 3 o	n 3

RECORDED: 03/22/2012

PATENT REEL: 027907 FRAME: 0914