# 502001499 07/25/2012

## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |  |
|-----------------------|----------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |  |

#### **CONVEYING PARTY DATA**

| Name                    | Execution Date |
|-------------------------|----------------|
| David S. Holbrook       | 05/13/2012     |
| Christopher P. Adams    | 06/05/2012     |
| Brent Gregorich         | 07/11/2012     |
| Umesh Rajani            | 07/11/2012     |
| Jason Porter Whitmire   | 07/13/2012     |
| Scott D. Bublitz        | 07/11/2012     |
| Jeffrey C. Hessenberger | 07/11/2012     |
| John S. Scott           | 07/11/2012     |
| Mark Huggins            | 07/11/2012     |
| Matthew J. Mergener     | 07/11/2012     |

## **RECEIVING PARTY DATA**

| Name:             | Techtronic Power Tools Technology Limited |  |
|-------------------|---|--|
| Street Address:   | Trident Chambers                          |  |
| Internal Address: | P. O. Box 146                             |  |
| City:             | Road Town, Tortola                        |  |
| State/Country:    | BRITISH VIRGIN ISLANDS                    |  |

#### PROPERTY NUMBERS Total: 1

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 12628445 |  |

## **CORRESPONDENCE DATA**

**Fax Number**: 4142770656 **Phone**: 414-271-6560

Email: mkeipdocket@michaelbest.com

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

via US Mail.

Correspondent Name: Michael Best & Friedrich LLP

**PATENT** 

REEL: 028635 FRAME: 0858

Address Line 1: 100 East Wisconsin Avenue

Address Line 2: Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER: 020872-9013-US02

NAME OF SUBMITTER: Kevin P. Rizzuto

Total Attachments: 13

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PATENT REEL: 028635 FRAME: 0859

#### ASSIGNMENT

Pursuant to our obligation to Techtronic Power Tools Technology Limited (hereinafter referred to as "Assignee"), a British Virgin Islands corporation having its principal place of business at:

Trident Chambers P.O. Box 146 Road Town, Tortola British Virgin Islands

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, we:

David S. Holbrook 262 East Street Lexington, MA 02420

Christopher P. Adams 141 Powderhouse Blvd. Somerville, MA 02144

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

- (1) in and to inventions described in a patent application titled "ELECTROMAGNETIC SCANNING IMAGER" for which we filed U.S. Utility Patent Application No. 12/628445 (Atty. File No. 020872-9013-02) (hereinafter the "CIP application") which application is a continuation-in-part of U.S. Patent Application No. 11/858413 (hereinafter the "parent application"), filed September 20, 2007, now U.S. Patent No. 7,679,546, which claims the benefit of U. S. Provisional Patent Application No. 60/826358 (hereinafter the "provisional application"), filed September 20, 2006.
- (2) in and to the CIP application, the parent application, and the provisional application, in and to all other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(b) provisional, 35 U.S.C. §111(a), and reissue applications) based upon said inventions, and in and to the patent or patents to be granted thereon, to the full end of the term or terms for which said patent or patents may be granted;
- (3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

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(4) under the International Convention in respect to the U.S. utility patent application and the U.S. provisional patent applications, and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on either or both of the U.S. utility patent application and the U.S. provisional patent applications.

The CIP application is also a continuation-in-part of U.S. Patent Application No. 11/353882, filed February 14, 2006, now U.S. Patent No. 7,626,400, which claims the benefit of U.S. Provisional Patent Application No. 60/653228, filed February 15, 2005. Nothing in this Assignment is intended to alter the rights, interest, or title of ourselves, Walleye Technologies, Inc. (a Delaware corporation, having its principal place of business at 141 Powderhouse Boulevard, Somerville, Massachusetts 02144), or other entities in the subject matter of U.S. Patent No. 7,626,400 or U.S. Provisional Patent Application No. 60/653228, or in other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(a), and reissue applications) that both (a) claim priority to U.S. Patent No. 7,626,400 or U.S. Provisional Patent Application No. 60/653228 and (b) do not also claim priority to one of the CIP application, the parent application, and the provisional application.

We hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.

A PAR I

| 5/13/2012              | Nava Helbrup         |
|------------------------|----------------------|
| Date                   | David S. Holbrook    |
|                        |                      |
|                        |                      |
|                        | Christopher P. Adams |
| Date                   | Christophei P. Adams |
|                        |                      |
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(4) under the International Convention in respect to the U.S. utility patent application and the U.S. provisional patent applications, and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on either or both of the U.S. utility patent application and the U.S. provisional patent applications.

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The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.

| Date        | David S. Holbrook    |
|-------------|----------------------|
| Jun 5, 2012 | Christopher P. Adams |

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#### ASSIGNMENT

Pursuant to our obligation to Techtronic Power Tools Technology Limited (hereinafter referred to as "Assignee"), a British Virgin Islands corporation having its principal place of business at:

Trident Chambers P.O. Box 146 Road Town, Tortola British Virgin Islands

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, we:

Brent Gregorich 100 Springside Circle Anderson, SC 29625

Umesh Rajani 214 Braeburn Drive Anderson, SC 29621

Jason Porter Whitmire 209 Croft Street Greenville, SC 29609

Scott D. Bublitz 247 West Park Avenue Hartland, WI 53029

Jeffrey C. Hessenberger W3494 Davidson Road Neosho, WI 53059

John S. Scott 3745 Dominic Drive Brookfield, WI 53045

Mark Huggins 209 Andalusian Trial Anderson, SC 29621

Matthew J. Mergener W149 N9935 Rimrock Road Germantown, WI 53022

> PATENT REEL: 028635 FRAME: 0863

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

- (1) in and to inventions described in a patent application titled "ELECTROMAGNETIC SCANNING IMAGER" for which we filed U. S. Utility Patent Application No. 12/628445 (Atty. File No. 020872-9013-02) which application is a continuation-in-part of U.S. Patent Application No. 11/858413, filed September 20, 2007, now U.S. Patent No. 7,679,546, which claims the benefit of U. S. Provisional Patent Application No. 60/826358, filed September 20, 2006. U. S. Utility Patent Application No. 12/628445 is also a continuation-in-part of U.S. Patent Application No. 11/353882, filed February 14, 2006, now U.S. Patent No. 7,626,400, which claims the benefit of U.S. Provisional Patent Application No. 60/653228, filed February 15, 2005;
- (2) in and to the U.S. utility patent application, and the U.S. provisional patent applications, in and to all other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(b) provisional, 35 U.S.C. §111(a), and reissue applications) based upon said inventions, and in and to the patent or patents to be granted thereon, to the full end of the term or terms for which said patent or patents may be granted;
- (3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and
- (4) under the International Convention in respect to the U.S. utility patent application and the U.S. provisional patent applications, and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on either or both of the U.S. utility patent application and the U.S. provisional patent applications.

We hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.

Jos 17, 2012

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| 7/11/2012      | Tajay,                  |
|----------------|-------------------------|
| Date '         | Umesh Rajani<br>PAHIIM  |
| Date           | Jason Porter Whitmire   |
| Date           | Scott D. Bublitz        |
| Date           | Jeffrey C. Hessenberger |
| Date 7/11/2012 | John S. Scott           |
| Date           | Mark Huggins            |
| Date           | Matthew J. Mergener     |

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#### ASSIGNMENT

Pursuant to our obligation to Techtronic Power Tools Technology Limited (hereinafter referred to as "Assignee"), a British Virgin Islands corporation having its principal place of business at:

Trident Chambers P.O. Box 146 Road Town, Tortola British Virgin Islands

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, we:

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Mark Huggins 209 Andalusian Trial Anderson, SC 29621

Matthew J. Mergener W149 N9935 Rimrock Road Germantown, WI 53022

> PATENT REEL: 028635 FRAME: 0866

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

- (1) in and to inventions described in a patent application titled "ELECTROMAGNETIC SCANNING IMAGER" for which we filed U. S. Utility Patent Application No. 12/628445 (Atty. File No. 020872-9013-02) which application is a continuation-in-part of U.S. Patent Application No. 11/858413, filed September 20, 2007, now U.S. Patent No. 7,679,546, which claims the benefit of U. S. Provisional Patent Application No. 60/826358, filed September 20, 2006. U. S. Utility Patent Application No. 12/628445 is also a continuation-in-part of U.S. Patent Application No. 11/353882, filed February 14, 2006, now U.S. Patent No. 7,626,400, which claims the benefit of U.S. Provisional Patent Application No. 60/653228, filed February 15, 2005;
- (2) in and to the U.S. utility patent application, and the U.S. provisional patent applications, in and to all other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(b) provisional, 35 U.S.C. §111(a), and reissue applications) based upon said inventions, and in and to the patent or patents to be granted thereon, to the full end of the term or terms for which said patent or patents may be granted;
- (3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and
- (4) under the International Convention in respect to the U.S. utility patent application and the U.S. provisional patent applications, and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on either or both of the U.S. utility patent application and the U.S. provisional patent applications.

We hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.

Jus 11, 2012

But Special Brent Gregorich

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| Date        | Umesh Rajani            |  |
|-------------|-------------------------|--|
| Date        | Jason Porter Whitmire   |  |
| 7/11/12     | Ano Before              |  |
| Date        | Scott D. Bublitz        |  |
| 7/11/2012   | Juffyl franklys         |  |
| Date / /    | Jeffrey C. Hessenberger |  |
| 7 11 12     | JINOSYIK.               |  |
| Date        | John S. Scott           |  |
|             |                         |  |
| Date 7/1/12 | Mark Hyggins            |  |
| Date        | Matthew J. Mergener     |  |

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# **ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

WHEREAS, Walleye Technologies, Inc., a Delaware corporation, having its principal place of business at 141 Powderhouse Boulevard, Somerville, Massachusetts 02144 ("ASSIGNOR") desires to sell, transfer, and assign all right, title and interest in and to inventions described in U.S. Utility Patent Application No. 12/628445 (Atty. File No. 020872-9013-02), including inventions described in U.S. Provisional Patent Application No. 60/826358, (hereinafter the "CIP application") and to inventions described in U.S. Patent Application No. 11/858413, including inventions described in U.S. Provisional Patent Application No. 60/826358 and in U.S. Patent No. 7,679,546, (hereinafter the "parent application"); and

WHEREAS, Techtronic Power Tools Technology Limited, a British Virgin Islands corporation, having its principal place of business at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands, ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest, to the extent ASSIGNOR has right, title, and interest, in and to the CIP application and the parent application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest, to the extent ASSIGNOR has right, title, and interest, in and to the CIP application and the parent application, including without limitation, the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

The CIP application is also a continuation-in-part of U.S. Patent Application No. 11/353882, filed February 14, 2006, now U.S. Patent No. 7,626,400, which claims the benefit of U.S. Provisional Patent Application No. 60/653228, filed February 15, 2005. Nothing in this

Page 1 of 4

Assignment is intended to alter the rights, interest, or title of Walleye Technologies, Inc. (a Delaware corporation, having its principal place of business at 141 Powderhouse Boulevard, Somerville, Massachusetts 02144) or other entities in the subject matter of U.S. Patent No. 7,626,400 or U.S. Provisional Patent Application No. 60/653228, or in other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(a), and reissue applications) that both (a) claim priority to U.S. Patent No. 7,626,400 or U.S. Provisional Patent Application No. 60/653228 and (b) do not also claim priority to one of the CIP application and the parent application.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the CIP application and the parent application as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the CIP application and the parent application, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the CIP application and the parent application; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the CIP application and the parent application. These obligations of assistance by ASSIGNOR shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

ASSIGNEE hereby grants to ASSIGNOR a perpetual, worldwide, royalty-free, all-purpose license with respect to inventions described in U.S. Utility Patent Application No. 12/628445 (Atty. File No. 020872-9013-02), including inventions described in U.S. Provisional Patent Application No. 60/826358, (referred to above as the "CIP application") and to inventions described in U.S. Patent Application No. 11/858413, including inventions described in U.S. Provisional Patent Application No. 60/826358 and in U.S. Patent No. 7,679,546, (referred to above as the "parent application")

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP, 100 East Wisconsin Avenue, Suite 3300, Milwaukee, Wisconsin 53202-4108, authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the patents and patent applications listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF, this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of the date set forth below.

WALLEYE TECHNOLOGIES, INC.

|                 |   |                                   |                 | 12 2      | 2 9 N I      |           |
|-----------------|---|-----------------------------------|-----------------|-----------|--------------|-----------|
| Name: Christop  | her P. Adams, CE  | Q                                 | Dated: //       | 192.      |              |           |
| STATE OF        | essedunts   |                                   |                 |           |              |           |
| COUNTY OF       | Tillley   |                                   |                 |           |              |           |
| appeared before | Prince e<br>e me this day, and<br>voluntary act of sa<br>ses and purposes t | l acknowledged<br>id person on be | that this Assig | nment was | signed and o | lelivered |
| Given under my  | hand and seal this  | s <u>25</u> day                   | or Man          | <b>}</b>  | 2012         |           |
| Saw             | Notary Public   |                                   | ·               | 4         | CAROLINE PI  |           |

REEL: 028635 FRAME: 0871

| TECHTRONIC POWER TOOLS TECHNOLOGY LIMITED   |
|---|
| By: Mike Farrah, President  Dated: 5-/0-12  |
| COUNTY OF Andreson ) ss.  |
| i, Cristy B dwards do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth. |
| Given under my hand and seal this 10th day of 10th, 2012.   |
| My Conver Exp. 8/20/2012  |