

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Sheryl Ann Strain, Chapter 7 Bankruptcy Trustee for Optical Measuring Systems, a general partnership formerly doing business in California</td> <td>12/21/2012</td> </tr> </tbody> </table>		Name	Execution Date	Sheryl Ann Strain, Chapter 7 Bankruptcy Trustee for Optical Measuring Systems, a general partnership formerly doing business in California	12/21/2012						
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<table border="1"> <tr> <td>Name:</td> <td>Key Technology, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>150 AVERY STREET</td> </tr> <tr> <td>City:</td> <td>WALLA WALLA</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>99362</td> </tr> </table>		Name:	Key Technology, Inc.	Street Address:	150 AVERY STREET	City:	WALLA WALLA	State/Country:	WASHINGTON	Postal Code:	99362
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PROPERTY NUMBERS Total: 4											
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CORRESPONDENCE DATA											
<p>Fax Number: 5039723873 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (503) 221-1440 Email: lisa.gabel@tonkon.com Correspondent Name: Tonkon Torp LLP Address Line 1: 888 SW Fifth Avenue Address Line 2: 1600 Pioneer Tower Address Line 4: Portland, OREGON 97204</p>											
ATTORNEY DOCKET NUMBER:	4002-00271										
NAME OF SUBMITTER:	James K. Hein										

OP \$160.00 5286980

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "*Assignment*"), dated as of December 21, 2012, is from Sheryl Ann Strain, in her capacity as Chapter 7 Bankruptcy Trustee for Optical Measuring Systems, a general partnership formerly doing business in California ("*Assignor*"), to Key Technology, Inc., an Oregon corporation (the "*Assignee*").

Background

A. On November 30, 2011, an involuntary petition under Chapter 7 of Title 11 of the United States Code (the "*Bankruptcy Code*") was filed for Optical Measuring Systems ("*Debtor*") in the United States Bankruptcy Court for the Eastern District of California (the "*Bankruptcy Court*"), Case No. 11-62910 (the "*Bankruptcy Case*"). On February 17, 2012, an order for relief was entered and Assignor was appointed as trustee of Debtor's bankruptcy estate.

B. On or about November 14, 2012, Assignor filed in the Bankruptcy Case a Motion for Order Authorizing Sale of Personal Property Free and Clear of All Liens and Interests (the "*Sale Motion*") seeking authority to transfer to Assignee Debtor's interest in the following:

(i) All Intellectual Property of Assignor, including but not limited to any Patents, copyrights, trademarks, and designs for spectrometers, circuit boards, and spectrometer lenses in which the Debtor has an interest. "*Intellectual Property*" means all interests of the Debtor in intellectual property rights and assets throughout the world in which the Debtor has an interest, including patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any state, federal or foreign statute or are protected or protectable under applicable law, and "*Intellectual Property*" includes, without limitation, any interest of the Debtor in the Patents, trademarks, copyrights and other assets specifically listed on attached Exhibit A, and all corresponding registrations. Buyer acknowledges that the first two patents listed on attached Exhibit A are expired. "*Patents*" includes all right, title and interest of Debtor including United States and other foreign patents and utility models and applications therefor and all reissues, divisions, reexaminations, renewals, extensions, provisionals, continuations and continuations-in-party thereof, and equivalent or similar rights anywhere in the world, in inventions and discoveries, including invention disclosures, as identified on Exhibit A.

(ii) Eight spectrometers with serial numbers 1000, 1002, 1003, 1007, 1031, 1034, 1049, and 1050, which are being transferred to Buyer in "as-is-where-is" condition.

C. No objections were filed to the Sale Motion. On December 14, 2012, the Bankruptcy Court entered an Order Authorizing Sale of Personal Property Free and Clear of Liens (the "**Sale Order**") granting the Sale Motion.

Agreement

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents (including without limitation, the right to sue and collect for damages for any and all past, present and future infringement of any rights thereof); the same to be held and enjoyed by Assignee and its successors and assigns entirely as if the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

2. At any time, and from time to time hereafter, Assignor shall, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

3. Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution, in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Patents that may have accrued in Assignor's favor from the respective date of first use of any of the Patents to the effective date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

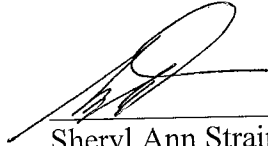
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to the principles of conflicts of laws. The assignment is intended to take place in Oregon.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first written above.

ASSIGNOR:



Sheryl Ann Strain, in her capacity as Chapter 7
Bankruptcy Trustee for Optical Measuring Systems,
a general partnership

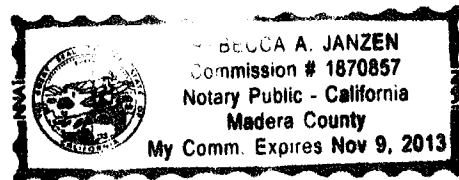
State of California)
)
County of Fresno)

On December 31, 2012 before me, Rebecca A. Janzen, a Notary Public in and for the State, personally appeared Sheryl Ann Strain who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca A. Janzen



(Area for Notary Seal)

TYPE OF PROPERTY	DESCRIPTION AND LOCATION OF PROPERTY	CURRENT VALUE
Patent No.: 5223917 (Issued 6/29/1993) * EXPIRED	Product Discrimination System - U.S.A	Unknown
Patent No.: 5106195 (Issued 4/21/1992) * EXPIRED	Product Discrimination System and Method Therefor - U.S.A.	Unknown
Patent No.: 5286980 (Issued 2/15/1994)	Product Ripeness Discrimination System and Method Therefor - U.S.A.	Unknown
Patent No.: 5401954 (Issued 3/28/1995)	Product Ripeness Discrimination System and Method Therefor with Area measurement - U.S.A	Unknown
Patent No.: 765196 (Issued 1/15/2004)	Method for Discrimination of Product Units and Apparatus Therefor - Australia	Unknown
Patent No.: 69921021.6 (Issued 10/13/2004)	Method for Discrimination of Product Units and Apparatus Therefor - Germany	Unknown
Patent No.: 0965393 (Issued 10/13/2004)	Method for Discrimination of Product Units and Apparatus Therefor - Spain	Unknown
Patent No.: 0965393 (Issued 10/13/2004)	Method for Discrimination of Product Units and Apparatus Therefor - France	Unknown
Patent No.: 0965393 (Issued 10/13/2004)	Method for Discrimination of Product Units and Apparatus Therefor - Italy	Unknown
Patent No.: 0965393 (Issued 10/13/2004)	Method for Discrimination of Product Units and Apparatus Therefor - Netherlands	Unknown
Patent No.: 6400833 (Issued 6/4/2002)	Method and Apparatus for Discrimination of Product Units from M Spread Spectrum Images of Thin Portions of Product Units - U.S.A.	Unknown
Patent No.: 6369892 (Issued 4/9/2002)	Method for Discrimination of Produce - U.S.A.	Unknown

Trademark No.: 2550331 (Issued 3/19/2002)	HYPERVISION - U.S.A.	Unknown
Trademark No.: 1622138 (Issued 11/13/1990)	OMS - U.S.A.	Unknown
Designs	Designs for Circuit Boards and Spectrometer Lenses	Unknown

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