## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Erik Klaas	03/17/2013

## **RECEIVING PARTY DATA**

Name:	8 Tree LLC	
Street Address:	2419 South Gilpin Street	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80210	

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13549494

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	8TR01-001
NAME OF SUBMITTER:	Elizabeth Nevis
Signature:	/Elizabeth Nevis 55490/
Date:	06/15/2013

Total Attachments: 1

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<u>PATENT</u>

REEL: 030619 FRAME: 0798

# Assignment of Rights in Patent Application from original inventor-applicant

This Patent Application Assignment Agreement by and between Assignor Erik Klaas, an individual residing at Oberriederweg 14, 88718 Daisendorf (DE), and Assignee 8 Tree LLC, a corporation headquartered at 2419 South Gilpin Street, Denver, CO 80210, is effective on the latest of the signing dates of this Agreement ("Effective Date").

Assignor, as original inventor-applicant of pending Patent Application 13/549,494, "Portable three-dimensional metrology with data displayed on the measured surface," filed on 15 July 2012, has the unobstructed right to assign, convey, transfer, and sell to Assignee the entire right, title, and interest in the Patent Applications and in any Patents issuing therefrom anywhere in the world. By signing below, Assignor assigns, conveys, transfers, and sells, for good and valuable consideration received including one U.S. dollar (\$1.00 USD), the entire right, title, and interest in

- the Patent Application,
- any continuing, divisional, or other applications whose claims derive from the written description of the Patent Application, and
- any Patents issuing therefrom,

(collectively, the Assigned Intellectual Property) to Assignee as of the Effective Date, with the following reservations:

- 1. If Assignee should contemplate abandonment of the Assigned Intellectual Property, either by a notice of express abandonment to a Patent Office or by not transmitting a timely response to Patent Office communication or a payment of fees due, including post-issue maintenance fees, then Assignee shall offer Assignor a right of first refusal to purchase back the Assigned Intellectual Property for a commercially reasonable price not to exceed \$3,000 USD, less any fees associated with a Petition for Revival or the equivalent if necessary to reinstate the pendency or enforceability of the Assigned Intellectual Property.
- 2. If, as of January 1, 2016, Assignee still owns the Assigned Intellectual Property but has not manufactured or sold more than 20 units of a product described by the Assigned Intellectual Property, Assignor's rights shall automatically revert to Assignor.
- In the event of the sale or dissolution of 8 Tree, LLC or the termination of Assignor's employment. Assignor will be granted an exclusive license to make and sell the Assigned Intellectual Property for use in a field of application and geographical territory agreed upon by both parties.

The Director of any Patent Office in control of the Assigned Intellectual Property is hereby authorized and requested to correspond with Assignee or Assignee's designated agent or attorney, on all matters related to the Assigned Intellectual Property from the Effective Date forward. Assignee may re-convey any or all of the rights transferred by this Agreement. Enth Wass March 17th 2013

**PATENT** REEL: 030619 FRAME: 0799