

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2665503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIRECT MEASUREMENTS, INC.	12/20/2013
RECEIVING PARTY DATA	
Name:	GENERAL ELECTRIC COMPANY
Street Address:	4200 WILDWOOD PARKWAY
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 25	
Property Type	Number
Patent Number:	7477995
Patent Number:	7533818
Patent Number:	7621459
Patent Number:	7878415
Patent Number:	8191784
Patent Number:	8245578
Patent Number:	8307715
Patent Number:	8322627
Patent Number:	8347727
Application Number:	12311053
Application Number:	12311054
Patent Number:	8459567
Patent Number:	8366011
Application Number:	12535042
Application Number:	61827258

Application Number:	61843550
Patent Number:	6874370
Application Number:	60564939
Application Number:	60838155
Application Number:	60838153
Application Number:	60902877
Patent Number:	5065331
Patent Number:	4591996
Application Number:	61162916
Application Number:	08601124

#### CORRESPONDENCE DATA

Fax Number: (213)627-0705  
 Phone: 213.683.5698  
 Email: MinetteTayco@paulhastings.com  
*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*  
 Correspondent Name: MINETTE M. TAYCO, C/O PAUL HASTINGS LLP  
 Address Line 1: 515 S. FLOWER STREET, 25TH FLOOR  
 Address Line 4: LOS ANGELES, CALIFORNIA 90071

NAME OF SUBMITTER:	MINETTE M. TAYCO
Signature:	/Minette M. Tayco/
Date:	01/02/2014

#### Total Attachments: 10

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## EXECUTION VERSION

### PATENT ASSIGNMENT

This Patent Assignment ("**Assignment**") is made and entered into as of December 20, 2013 by and between General Electric Company, a New York corporation, having a place of business at 4200 Wildwood Parkway Atlanta, Georgia 30339 ("**Assignee**") and Direct Measurements, Inc., a Georgia corporation, having a place of business at 1414 Epping Forest Drive Atlanta, GA 30319 ("**Assignor**").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, entered into on even date herewith, by and among Assignor, Assignee and certain individuals named therein (the "**APA**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including, without limitation, the United States patents and patent applications set forth on Schedule A hereto and the foreign patents and patent applications set forth on Schedule B hereto; and

**WHEREAS**, Assignee desires to acquire Assignor's entire right, title and interest in and to such patents and patent applications.

**NOW, THEREFORE**, in consideration of the Asset Purchase Agreement, the mutual covenants and agreements set forth below, and for other good and valuable consideration, including \$1.00 USD, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the patents and the patent applications set forth on Schedule A and Schedule B (collectively, the "**Patents**"), the inventions disclosed therein, and all future patents that may issue from the Patents throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding (collectively, "**Future Patents**"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Patent and Future Patents, all claims for damages by reason of past, present and future infringements of the Patents and Future Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ISSUANCE OF FUTURE PATENTS.** Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the pending Patents and any Future Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein) and without expense to Assignor, all acts reasonably deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in all Patents and Future Patents, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 3, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor.

4. **GENERAL.**

4.1 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Requirements of Laws (as defined in the APA), the parties waive any provision of any Requirements of Laws which renders any such provision prohibited or unenforceable in any respect.

4.2 Entire Agreement. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contain the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersede all prior agreements, understandings or letters of intent between or among the parties hereto. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of New York.

4.5 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignor"**

Direct Measurements, Inc., a Georgia corporation

By: William Ranson  
Name: WILLIAM RANSON  
Title: PRESIDENT

State of <u>South Carolina</u> , USA	
County of <u>Richland</u>	
This instrument was acknowledged before me on <u>12/20/13</u> by <u>William Ranson</u> as an officer of Assignor	
Signature: <u>Carol A. Wasser</u>	
(Seal, if any)	Name: <u>CAROL A. WASSER</u>
Title and Rank: <u>Notary Public</u> <u>My Commission Expires 10/31/22</u>	

[Signature Page to Patent Assignment Agreement]

**"Assignee"**

General Electric Company, a New York corporation

By: 

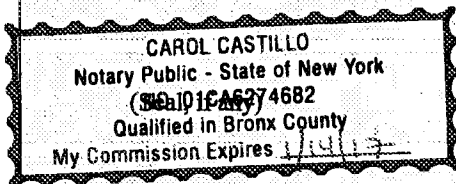
Name: Martin Laguerre

Title: Authorized Signatory

State of New York, USA

County of New York

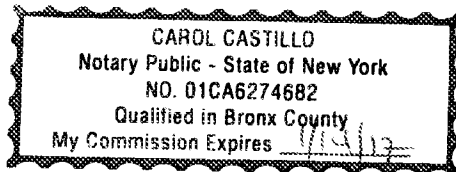
This instrument was acknowledged before me on December 19, 2013 by Martin Laguerre as an authorized signatory of General Electric Company



Signature: 

Name: Carol Castillo

Title and Rank: Notary Public



[Signature Page to Patent Assignment Agreement]

## SCHEDULE A

### U.S. PATENTS AND PATENT APPLICATIONS

Serial No.	Patent #	Publication Numbers	Title
11048862	7477995	US20060173638	OPTICAL LINEAR STRAIN GAGE
11167558	7533818	US20060289652	BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT AND APPARATUS AND METHOD FOR ANALYZING AND MEASURING STRAIN THEREWITH
11725564	7621459	US20070278316	CONCENTRIC-RING CIRCULAR BAR CODE
12285123	7878415	US20090090786	SEGMENTED CIRCULAR BAR CODE
12311056	8191784	US20090306910 PCT #: US0718042	HIGH DENSITY, RECTANGULAR BINARY CODE SYMBOL
12528132	8245578	US20100139412; PCT #: US0802408	DIFFERENTIAL NON-LINEAR STRAIN MEASUREMENT USING BINARY CODE SYMBOL
12738386	8307715	US20110184664; PCT #: US1028249	DIRECTLY APPLIED READ AND TRANSMIT - DIGITAL STRAIN ENCODER AND DIGITAL LOAD CELL
12311055	8322627	US20110049250; PCT #: US0718184	NESTED BINARY CODE SYMBOL
12311052	8347727	US20090312961 PCT #: US0718045	MULTI-FORMAT, BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT
12311053	NONE	US20100072288 PCT #: US0718177	AUGMENTED BINARY CODE SYMBOL



12311054	NONE	US20090326836; PCT #: US0718185	Two dimensional bar code having increased accuracy
13692406	8459567	US20130094013	Non-linear strain gage incorporating a nested binary code symbol
13238550	8366011	US20120185182	Two dimensional bar code having increased accuracy
12535042	NONE	US20090289124	Concentric-Ring Circular Bar Code
61827258			METHOD AND APPARATUS FOR REDUNDANT, NON-LINEAR STRAIN MEASUREMENT USING BINARY CODE SYMBOL WITH INCREASED ACCURACY
61843550			METHOD AND APPARATUS FOR REDUNDANT, NON-LINEAR STRAIN MEASUREMENT USING BINARY CODE SYMBOL WITH INCREASED ACCURACY
10890994	6874370		FINITE ELEMENT ANALYSIS FATIGUE GAGE
60564939			Concentric-Ring Circular Bar Code
60838155			Two dimensional bar code having increased accuracy
60838153			Augmented binary code symbol
60902877			Differential non-linear strain measurement using binary code symbol
6192916			DIRECTLY APPLIED READ AND TRANSMIT - DIGITAL STRAIN ENCODER AND DIGITAL LOAD CELL

8601124			APPARATUS AND METHOD FOR DETERMINING STRESS AND STRAIN IN PIPES, PRESSURE VESSELS STRUTURAL...
6866747	5065331		APPARATUS AND METHOD FOR DETERMINING THE STRESS AND STRAIN IN PIPES, PRESSURE VESSELS, STRUCTURAL MEMBERS AND OTHER DEFORMABLE BODIES
6767663	4591996		APPARATUS AND METHOD FOR DETERMINING STRESS AND STRAIN IN PIPES, PRESSURE VESSELS, STRUCTURAL MEMBERS AND OTHER DEFORMABLE BODIES

## SCHEDULE B

### FOREIGN PATENTS AND PATENT APPLICATIONS

Country	Serial No.	Patent #	Publication Numbers	Title
Australia	2009296901			Segmented circular bar code (*NOTE: Company indicated patent title name is "CONCENTRIC-RING CIRCULAR BAR CODE". However, Espacenet website shows patent title name as "Segmented circular bar code".)
Canada	2744527			SEGMENTED CIRCULAR BAR CODE
Europe	09816693.7		2344987	SEGMENTED CIRCULAR BAR CODE
Europe	05722594.8		1782038	FINITE ELEMENT ANALYSIS FATIGUE GAGE
Hong Kong	07112200.4			FINITE ELEMENT ANALYSIS FATIGUE GAGE
Canada	2612713			BINARY CODE SYMBOL AND METHOD AND APPARAUTS FOR ANALYZING AND MEASURING SAME
Europe	05849759.5			BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT AND APPARATUS AND METHOD FOR ANALYZING AND MEASURING STRAIN THEREWITH
KR	10-2008-7002326	10-2008-7002326		BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT AND APPARATUS AND METHOD FOR ANALYZING AND MEASURING STRAIN THEREWITH
MX	MX/a/2008/00182	277266		BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT AND APPARATUS AND METHOD FOR ANALYZING AND MEASURING STRAIN THEREWITH
Canada	2696946	2696946		MULTI-FORMAT, BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT
Canada	2696850	2696850		HIGH DENSITY, RECTANGULAR BINARY CODE SYMBOL
Canada	2696953	2696953		NESTED BINARY CODE SYMBOL
Canada	2696955			TWO DIMENSIONAL BAR CODE HAVING INCREASED ACCURACY
Canada	2696949			AUGMENTED BINARY CODE SYMBOL
Australia	2008218929	2008218929		DIFFERENTIAL NON-LINEAR

				STRAIN MEASUREMENT WITH BINARY CODE SYMBOL
Europe	08725996.6		2126712	DIFFERENTIAL NON-LINEAR STRAIN MEASUREMENT WITH BINARY CODE SYMBOL
Canada	2775040			DIRECTLY APPLIED READ AND TRANSMIT- DIGITAL STRAIN ENCODER AND DIGITAL LOAD CELL
Europe	10756695.2		2438552	DIRECTLY APPLIED READ AND TRANSMIT-DIGITAL STRAIN ENCODER DIGITAL LOAD CELL
WIPO	PCT/US09/56 590		WO2010/0365 14	CONCENTRIC-RING CIRCULAR BAR CODE
WIPO	PCT/US05/02 648		WO2006/0193 98	FINITE ELEMENT ANALYSIS FATIGUE GAGE
WIPO	PCT/US05/41 516		WO 2007/001460	BINARY CODE SYMBOL FOR NON-LINEAR STRAIN MEASUREMENT AND APPARATUS AND METHOD FOR ANALYZING AND MEASURING STRAIN THEREWITH
WIPO	PCT/US07/18 177		2008/021452	AUGMENTED BINARY CODE SYMBOL