

PATENT ASSIGNMENT COVER SHEET

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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>JAMES LOREN CHRISTIAN</td> <td>01/25/2014</td> </tr> <tr> <td>SAMUEL TILESTON WHITTEMORE</td> <td>01/25/2014</td> </tr> <tr> <td>BRINTON JOHNSTON WADSWORTH MARKLE</td> <td>01/25/2014</td> </tr> </tbody> </table>		Name	Execution Date	JAMES LOREN CHRISTIAN	01/25/2014	SAMUEL TILESTON WHITTEMORE	01/25/2014	BRINTON JOHNSTON WADSWORTH MARKLE	01/25/2014
Name	Execution Date								
JAMES LOREN CHRISTIAN	01/25/2014								
SAMUEL TILESTON WHITTEMORE	01/25/2014								
BRINTON JOHNSTON WADSWORTH MARKLE	01/25/2014								
RECEIVING PARTY DATA									
Name:	AVATECH, INC.								
Street Address:	161 COLUMBIA STREET, APT. 2								
City:	CAMBRIDGE								
State/Country:	MASSACHUSETTS								
Postal Code:	02139								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14063973</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14063973				
Property Type	Number								
Application Number:	14063973								
CORRESPONDENCE DATA									
Fax Number:									
Email:	megan.stembridge@wilmerhale.com								
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>									
Correspondent Name:	DONALD R. STEINBERG								
Address Line 1:	WILMERHALE								
Address Line 2:	60 STATE STREET								
Address Line 4:	BOSTON, MASSACHUSETTS 02109								
ATTORNEY DOCKET NUMBER:	2209525.121 US3								
NAME OF SUBMITTER:	MEGAN L. STEMBRIDGE								
Signature:	/Megan L. Stembridge/								
Date:	01/28/2014								

PATENT

Total Attachments: 4

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by James Loren CHRISTIAN; Samuel Tileston WHITTEMORE; and Brinton Johnston Wadsworth MARKLE (hereinafter referred to as Assignors), residing at 550 Memorial Drive, Apt. 7B-1, Cambridge, Massachusetts 02139; 28 Giles Road, Readfield, Maine 04355; and 161 Columbia Street, Apt. 2, Cambridge, Massachusetts 02139, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in METHODS, APPARATUS AND SYSTEMS FOR MEASURING SNOW STRUCTURE AND STABILITY, set forth in a Patent application for Letters Patent of the United States, already filed on October 25, 2013 as U.S. Application No. 14/063,973; and

WHEREAS, AvaTech, Inc., a corporation organized under and pursuant to the laws of the state of Delaware having its principal place of business at 161 Columbia Street, Apt. 2, Cambridge, Massachusetts 02139 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may

be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner for Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

WILMER CUTLER PICKERING HALE AND DORR LLP

All practitioners at Customer Number 23483

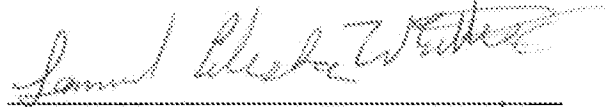
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25 day of January, 2014 (Month/Year)


James Loren CHRISTIAN

On this 25 day of January/2014 (Month/Year), James Loren CHRISTIAN, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS:



Printed Name:

Samuel Tileston Whittemore

Residential Address:

28 Giles Road

Readfield, ME 04355

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25 day of January / 2014 (Month/Year)

Samuel Tileston Whittemore
Samuel Tileston WHITTEMORE

On this 25 day of JANUARY (Month/Year), Samuel Tileston WHITTEMORE, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS: [Signature]
Printed Name: Benton JW Markle
Residential Address: 161 Columbia St. Apt 2
CAMBRIDGE, MA 02139

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25 day of January 2014 (Month/Year)

[Signature]
Brinton Johnston Wadsworth MARKLE

On this 25 day of January 2014 (Month/Year), Brinton Johnston Wadsworth MARKLE, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS: [Signature]
Printed Name: James Loren Christian
Residential Address: 550 Memorial Dr.
Apt 7B-1
Cambridge, MA 02139