

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
James Matthew	09/23/2009
Christopher Byers	09/23/2009
Divine Capital Markets LLC	09/23/2009
Ralph Glasgal	09/23/2009
The Bonney Goldstein Revocable Trust	09/23/2009
Lance Adams	09/23/2009
Robert Duch	09/23/2009
Ronald Sheldon Profit Sharing Plan	09/23/2009
Robin Hughes	09/23/2009
The Greta Gail Hughes Revocable Trust	09/23/2009
The Troy and Jennifer Otilio Revocable Trust	09/23/2009
Scott Hughes	09/23/2009
Terry Conner	09/23/2009
Carol Conner	09/23/2009
Joseph Maggini	09/23/2009
Kathryn Williams	09/23/2009
Narcisse Francis Otilio Living Trust	09/23/2009
Craig Wiener	09/23/2009

**RECEIVING PARTY DATA**

<b>Name:</b>	Micro Imaging Technology, Inc.
<b>Street Address:</b>	970 Calle Amanecer, Suite F
<b>City:</b>	San Clemente
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92673

**PROPERTY NUMBERS Total: 2**

Property Type	Number

**501056879**

**PATENT  
 REEL: 023731 FRAME: 0245**

**OP \$80.00 6421121**

Patent Number:	6421121
Patent Number:	6639672

**CORRESPONDENCE DATA**

Fax Number: (212)981-9835  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2127636839  
Email: jgross@vanfeliu.com  
Correspondent Name: Jeffrey Gross  
Address Line 1: 110 E. 42nd Street, Suite 1502  
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Jeffrey Gross
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**Total Attachments: 18**  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of **September 23, 2009** (the "Effective Date"), is made by and between and Divine Capital Markets LLC, as authorized representative of the Secured Parties, The Bonney Goldstein Revocable Trust; Scott Hughes; Robin Hughes; Ronald Sheldon Profit Sharing Plan; Lance Adams, The Greta Gail Hughes Revocable Trust; Robert Duch; Christopher Byers; Terry Conner; Carol Conner; The Troy and Jennifer Otilio Revocable Trust; Joseph Maggini; James Matthew; Kathryn Williams; Narcisse Francis Otilio Living Trust; Craig Wiener; Ralph Glasgal (the "Secured Parties" or the "Assignors"), as the term "Secured Parties" is defined in the Patent Security Agreement, dated as of March 31, 2008, between Assignors and the Secured Parties (the "Patent Security Agreement") and Micro Imaging Technology, Inc. (the "Company" or the "Assignee").

WHEREAS, Pursuant to the Patent Security Agreement, to secure the complete and timely satisfaction of all Secured Obligations (as defined in the Patent Security Agreement), the Company granted to the Secured Parties a continuing security interest in and lien on certain Collateral (as defined in the Patent Security Agreement), which includes, among other things, Assignors' entire right, title and interest in and to United States Patent Number 6,421,121 and United States Patent Number 6,639,672 (the "US Patents"); and

WHEREAS, An Event of Default (as defined in the Patent Security Agreement) was asserted by the Secured Parties to have occurred and been continuing, and the Secured Parties accelerated the Secured Obligations; and

WHEREAS, Pursuant to the Patent Security Agreement, the Secured Parties pursued certain remedies against Assignees in connection with the asserted Event of Default, including by way of execution of their security interest in the Collateral by way of causing a Patent Assignment, dated as of April 9, 2009 (the "Original Assignment"), to be executed and delivered by the Company pursuant to the authority contained in, and power of attorney granted by the Company to the Secured Parties under, the Patent Security Agreement as interpreted by the Assignors; and

WHEREAS, the Company has disputed whether an Event of Default had occurred and continued to occur; and

WHEREAS, the Secured Parties took certain actions against the Company in connection with the asserted Event of Default, including causing the Original Assignment of the Patents to be filed with the United States Patent Office; and

WHEREAS, Pursuant to a Settlement Agreement, dated as of **September 3, 2009**, by and among the Secured Parties and the Company (the "Settlement Agreement"), the Secured Parties have agreed to resolve their differences regarding the asserted Event of Default and other matters, and accordingly, effective upon the occurrence of certain events described in the Settlement Agreement, the Secured Parties and the Company have agreed, among other things, that (i) the Secured Parties shall assign back to the Company the entire interest in and to the US Patents and other Collateral derived from the Original Assignment, (ii) the Secured Obligations shall be deemed satisfied in full and therefore the Patent Security Agreement shall be terminated; and (iii) the Secured Parties shall release their lien in and to the US Patents and other Collateral.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Settlement Agreement), the receipt and sufficiency of which are hereby acknowledged:

1. Assignors hereby sells, assigns, transfers, conveys and sets over to Assignee all of Assignors' right, title and interest in and to the US Patents and other Collateral for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignors authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the US Patents and other Collateral, including United States Patent Number 6,421,121 and United States Patent Number 6,639,672, to the Patent Security Agreement and issue any and all patents (including any renewals, extensions and/or recordals thereof) issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignors hereby releases all liens and encumbrances in and to the US Patents and the other Collateral arising under the Patent Security Agreement, including without limitation those represented by the assignment evidencing the interest of the Secured Parties in and to the US Patents and the other Collateral as a security agreement recorded by the United States Commissioner of Patents and Trademarks on April 18, 2008.

4. The Secured Parties represent that they have not assigned, transferred, sold, pledged, licensed or hypothecated the US Patents and Other Collateral, or attempted to do so.

5. Each of the Secured Parties/Assignors hereby authorizes and empowers the Company to make, constitute and appoint any officer or agent of the Secured Parties, as the Secured Party's true and lawful attorney in-fact, with the power, to endorse the Secured Parties' names on all applications, documents, papers and instruments necessary to cause the filing of the assignment and transfer of rights to record the Assignee as owner of the US Patents and other Collateral.

IN WITNESS WHEREOF, Assignors has executed this Assignment as of the Effective Date.

**ASSIGNORS:**

DIVINE CAPITAL MARKETS LLC

By: \_\_\_\_\_  
James Matthew

By: \_\_\_\_\_  
Danielle Hughes  
Chief Executive Officer  
Authorized Representative for Assignors

By: \_\_\_\_\_  
Christopher Byers

By: \_\_\_\_\_  
Ralph Glasgal

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2. Assignors authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the US Patents and other Collateral, including United States Patent Number 6,421,121 and United States Patent Number 6,639,672, to the Patent Security Agreement and issue any and all patents (including any renewals, extensions and/or recordals thereof) issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.


3. Assignors hereby releases all liens and encumbrances in and to the US Patents and the other Collateral arising under the Patent Security Agreement, including without limitation those represented by the assignment evidencing the interest of the Secured Parties in and to the US Patents and the other Collateral as a security agreement recorded by the United States Commissioner of Patents and Trademarks on April 18, 2008.

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IN WITNESS WHEREOF, Assignors has executed this Assignment as of the Effective Date

ASSIGNORS:

By:   
James Matthew

DIVINE CAPITAL MARKETS LLC

By: \_\_\_\_\_  
Danielle Hughes  
Chief Executive Officer  
Authorized Representative for Assignors

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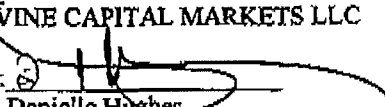
1. Assignors hereby sells, assigns, transfers, conveys and sets over to Assignee all of Assignors' right, title and interest in and to the US Patents and other Collateral for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Assignors authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the US Patents and other Collateral, including United States Patent Number 6,421,121 and United States Patent Number 6,639,672, to the Patent Security Agreement and issue any and all patents (including any renewals, extensions and/or records thereof) issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
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IN WITNESS WHEREOF, Assignors has executed this Assignment as of the Effective Date.

**ASSIGNORS:**

By: \_\_\_\_\_  
James Matthew

DIVINE CAPITAL MARKETS LLC

By:   
Danielle Hughes  
Chief Executive Officer  
Authorized Representative for Assignors

By:   
Christopher Byers

By: \_\_\_\_\_  
Ralph Glasgal

The Bonney Goldstein Revocable Trust

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Scott Hughes

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By: \_\_\_\_\_

By: \_\_\_\_\_  
Craig Wiener

Acknowledged by: \_\_\_\_\_  
Michael Brennan, CEO  
Micro Imaging Technology, Inc.

By: \_\_\_\_\_  
Christopher Byers

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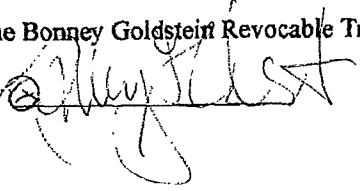
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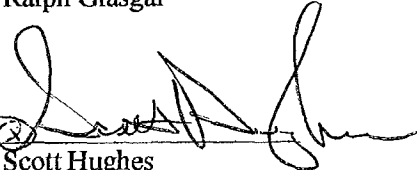
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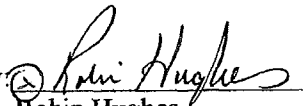
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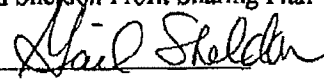
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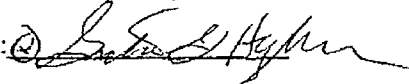
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By: \_\_\_\_\_  
Craig Wiener

Acknowledged by:

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Michael Brennan, CEO  
Micro Imaging Technology, Inc.

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Christopher Byers

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Narcisse Francis Otillio Living Trust

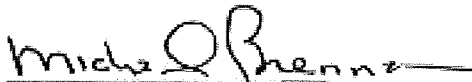
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The Troy and Jennifer Otillio Revocable Trust

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Craig Wiener

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