

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Correction of Assignment Recordation
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coherix		06/30/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	RealCite
Doing Business As:	Coherix
Street Address:	25 Southwick
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2615937	COHERIX
Registration Number:	2424562	HOLOVISION
Registration Number:	2498780	MICRO ACE
Registration Number:	2466890	HOLOMAPPER

CORRESPONDENCE DATA	
Fax Number:	(202)318-7729
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	800-370-9397
Email:	ddort@dort.com
Correspondent Name:	Dort Close IP Law Group PLLC
Address Line 1:	Box 66148
Address Line 2:	Attn: David Bogart Dort
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20035

ATTORNEY DOCKET NUMBER:	COHX.T999
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NAME OF SUBMITTER:	David Bogart Dort
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CH \$115.00 2615937

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into this 30<sup>th</sup> day of JUNE, 2004 by and among Coherix Corporation, a Michigan corporation ("Coherix") and X-Rite, Incorporated, a Michigan corporation ("Parent," and together with Coherix "Assignor"), in favor of RealCite, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an agreement of even date herewith by and between Assignor and Assignee, Assignee has agreed to purchase substantially all of the assets of Assignor;

WHEREAS, pursuant to the agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below);

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### Definitions

The following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works whether governed and protected by various international treaties or not, computer software (including, without limitation, data, source codes, object codes, specifications and related documentation) and mask works, including, without limitation, the registrations and applications, including those set forth on Exhibit C.

"Intellectual Property" means all Patents, Trademarks, and Copyrights and Trade Secrets owned by Assignor.

"Patents" mean all letters patent, pending applications, and expired or abandoned applications for patents of the United States and all foreign countries, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under all letters patent, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto that have been conceived and reduced to practice as of the date of this Assignment, and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit A and any patent application claiming priority to those applications.

"Trademarks" means all United States and foreign registered trademarks and service marks, domain name rights, and all trademark and service mark applications, whether pending or abandoned, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, and corporate names, together with all translations, adaptations, derivations and combinations thereof, including, without limitation, the trademarks and service marks set forth on Exhibit B.

“Trade Secrets” includes, but is not limited to all United States and foreign trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned or licensed by Assignor or used in connection with the Business (as defined in the Purchase Agreement).

## **COPYRIGHTS**

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, moral rights therein, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignor hereby authorizes and requests the United States Register of Copyrights to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Copyrights, as necessary.

3. Assignor shall further cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with equivalent foreign offices.

## **TRADEMARKS**

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, all domain name registrations held and/or used by the business, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

5. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Trademarks, as necessary.

6. Assignor shall further cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Trademarks with equivalent foreign offices, or with domain name registrars.

## PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name. The Assignor explicitly transfers the right to recover for infringement of any patent that occurred prior to the execution of this assignment.

8. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Patents, as necessary.

9. Assignor shall further cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with equivalent foreign offices.

## TRADE SECRETS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

11. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

## GENERAL

12. Entire Agreement. This Assignment may only be modified in a written instrument executed by the parties.

13. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant to Assignee the rights granted to Assignee hereunder; and (b) Assignor has not previously sold, assigned, or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Intellectual Property.

14. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

15. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

16. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

17. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

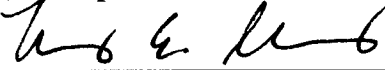
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**Coherix Corporation**

By: 

Its: CFO

**X-Rite, Incorporated**

By: 

Its: CFO

**RealCite Inc.**

By: 

Its: CEO

ACKNOWLEDGMENT

STATE OF Michigan :  
 : ss.  
COUNTY OF Kent :

MARY E. CHANNING, being duly sworn, says that ~~he~~/she is the CFO of Coherix Corporation, a Michigan corporation, and acknowledges that ~~he~~/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Coherix Corporation, pursuant to due authority.

Sworn to and subscribed  
before me this 30 day  
of June, 2004.

BARBARA LINDERMAN  
Notary Public, Kent County, MI  
My Commission Expires 05/14/2007

Barbara Linderman  
Notary Public

My commission expires: 5/14/2007 (SEAL)

**ACKNOWLEDGMENT**

ACKNOWLEDGMENT  
STATE OF Michigan  
COUNTY OF Kent

:  
: ss.  
:

MARY E. CHOWNING, being duly sworn, says that ~~he~~/she is the CFO of X-Rite, Incorporated, a Michigan corporation, and acknowledges that ~~he~~/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of X-Rite, Incorporated, pursuant to due authority.

Sworn to and subscribed  
before me this 30 day  
of June, 2004

Barbara Linderman  
Notary Public

My commission expires: 5/14/2007

(SEAL)

BARBARA LINDERMAN  
Notary Public, Kent County, MI  
My Commission Expires 05/14/2007



**EXHIBIT A**  
**US PATENTS**

<b>Application or Patent No.</b>	<b>Title</b>	<b>Application Date</b>
5,926,277	METHOD AND APPARATUS FOR THREE-DIMENSIONAL IMAGING USING LASER ILLUMINATION	July 20, 1999
5,907,404	MULTIPLE WAVELENGTH IMAGE PLANE INTERFEROMETRY	May 25, 1999
5,880,841	METHOD AND APPARATUS FOR THREE-DIMENSIONAL IMAGING USING LASER ILLUMINATION	March 9, 1999
5,777,742	SYSTEM AND METHOD FOR HOLOGRAPHIC IMAGING WITH DISCERNIBLE IMAGE OF AN OBJECT	July 7, 1998
5,627,363	SYSTEM AND METHOD FOR THREE-DIMENSIONAL IMAGING OF OPAQUE OBJECTS USING FREQUENCY	May 6, 1997

**US PATENT APPLICATIONS**

<b>Serial No.</b>	<b>Title</b>	<b>Application Date</b>
10/349,651	INTERFEROMETER METHOD BASED ON CHANGING FREQUENCY	January 23, 2003

**FOREIGN PATENT APPLICATIONS**

<b>Country and Application or Registration No.</b>	<b>Title</b>	<b>Application Date</b>	<b>Serial No.</b>
Japan*	SYSTEM AND METHOD FOR THREE-DIMENSIONAL IMAGING	September 3, 1997	2000-509018
EPC*	SYSTEM AND METHOD FOR THREE-DIMENSIONAL IMAGING	September 3, 1997	97939753.6
PCT (WIPO)	INTERFEROMETER METHOD BASED ON CHANGING FREQUENCY	January 23, 2003	PCT/US03/0210 0

\*Patent application currently in the name of Holovision Acquisition Company. Awaiting recordal of Change of Name document.

## ABANDONED (INACTIVE) APPLICATIONS

<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Title</b>
United States	60/351,730	January 24, 2002	INTERFEROMETER WITH MEASUREMENT CORRECTION BASED ON PHASE CHANGE
United States	60/328,552	October 11, 2001	TUNABLE DIODE LASER DESIGN
United States	60/328,462	October 11, 2001	BEAM DIRECTION AND BEAM WALK CORRECTION OR LITTROW CAVITY DIODE LASER
United States	60/284,749	April 18, 2001	INTERFEROMETER CONTROL SYSTEM
United States	60/284,722	April 18, 2001	HOLOGRAPHIC SPECKLE INTERFEROMETER
PCT (WIPO)	PCT/US97/15447	September 3, 1997	SYSTEM AND METHOD FOR THREE-DIMENSIONAL IMAGING

**EXHIBIT B**

**U.S. federal and state TRADEMARKS**

<b>Mark</b>	<b>Original Registration Date-Status</b>	<b>Owner of Record</b>	<b>App./Reg. #</b>

**Foreign TRADEMARKS**

<b>Mark and Country</b>	<b>Original Registration Date-Status</b>	<b>Owner of Record</b>	<b>App./Reg. #</b>

**EXHIBIT C**  
**COPYRIGHTS**

<b>Title</b>	<b>Original Registration Date-Status</b>	<b>Owner of Record</b>	<b>Reg. #</b>