

RECC

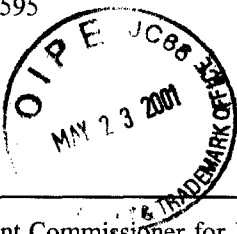
05-29-2001

JT



101732666

Attorney Docket No.: 052625-5001



5/23/01

To the Assistant Commissioner for Patents:
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

Alan BENSKY
Shlomo BERLINER
Uri HOLZKANER
Edward MIRODIN

2. Name and address of receiving party(ies):

Name: Bluesoft, Inc.

Internal Address:

Street Address: 401 City Avenue, Suite 502

City: Bala Cynwyd
State: PA Zip: 19004

Additional name(s) of conveying party(ies) attached?

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 9, 2001

Additional name(s) & address(es) attached?

Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application the execution date of the application is:

A. Patent Application No.(s): 09/759,601 B. Patent No.(s)

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas E. Nelson
Internal Address: Customer No. 09629
Morgan, Lewis & Bockius LLP

Street Address: 1800 M Street, N.W.
City: Washington State: D.C. Zip: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R §3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account 50-0310

8. Deposit account number: 50-0310
Attach duplicate of page if paying by deposit account

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas E. Nelson
Name of Person Signing

Signature

5/23/01
Date

Total number of pages including cover sheet, attachments and documents: 3

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

ACCURATE DISTANCE MEASUREMENT USING RF TECHNIQUES

for which WE executed an application for United States Letters Patent concurrently herewith; or on _____; or filed an application for United States Letters Patent on January 16, 2001, (Application No. 09/759,601); and



WHEREAS, Bluesoft, Inc., a corporation of the State of Pennsylvania, whose post office address is 401 City Avenue, Suite 502, Bala Cynwyd, Pennsylvania 19004, U.S.A. (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, WE, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, re-examinations and reissues thereof; and WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that WE have the full right to convey the interest assigned by this Assignment, and WE have not executed and will not execute any agreement in conflict with this Assignment;

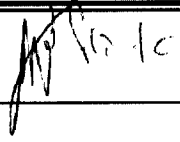
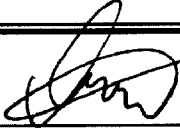
AND, WE HEREBY further covenant and agree that WE will, without further consideration, communicate with assignee, its successors and assigns, any facts known to US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, re-examination and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s).

Full Name of Sole or First Assignor Alan BENSKY	Assignor's Signature 	Date 9 MAY 2001
Address 2 Bergman St., Rehovot, Israel 76705		Citizenship Israel
Full Name of Second Assignor Shlomo BERLINER	Assignor's Signature 	Date 9-May-2001
Address 2 Bergman St., Rehovot, Israel 76705		Citizenship Israel
Names of additional inventors attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Assignment - (Continued)

ATTORNEY DOCKET NO.: 052625-5001
SOLE/JOINT INVENTION
(Worldwide Rights)

Full Name of Third Assignor Uri HOLZKANER	Assignor's Signature 	Date 9.5.2001
Address 2 Bergman St., Rehovot, Israel 76705		Citizenship Israel
Full Name of Fourth Assignor Edward MIRODIN	Assignor's Signature 	Date 9-May-2001
Address 2 Bergman St., Rehovot, Israel 76705		Citizenship Israel
Full Name of Fifth Assignor	Assignor's Signature	Date
Address		Citizenship
Full Name of Sixth Assignor	Assignor's Signature	Date
Address		Citizenship
Names of additional inventors attached [] Yes [X] No		