

FORM PTO-1619A

Expires 06/30/99  
OMB 0651-0027

08-22-2001

101818920  
RECORDED

/ER SHEET

U.S. Department of Commerce  
Patent and Trademark Office

PATENT

J1033 U.S. PTO

09/925938

10/60/98

PATENT ONLY

Attorney Docket No. 1735.2.3A

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type



New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

## Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

## Conveying Party(ies)



Mark if additional names of conveying parties attached

Name (line 1)

Ron McCabe

Execution Date  
Month Day Year  
08/09/01

Name (line 2)

## Second Party

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

## Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

MiraLink Corporation

Name (line 2)

Address (line 1)

180 South 300 West, Suite 185

Address (line 2)

Address (line 3)

Salt Lake City

Utah

84101

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

John W.L. Ogilvie

Address (line 1)

Computer Law++

Address (line 2)

1211 East Yale Avenue

Address (line 3)

Salt Lake City, Utah 84105

Address (line 4)

08/21/2001 DBYRNE 00000054 032640 09925938

01 FC:581

40.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 012085 FRAME: 0924

**Correspondent Name and Address**

Area Code and Telephone Number 801-582-2724

Attorney Docket No. 1735.2.3A

Name John W.L. Ogilvie

Address (line 1) Computer Law++

Address (line 2) 1211 East Yale Avenue

Address (line 3) Salt Lake City, Utah 84105

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

**Application Number(s) or Patent Number(s)**☐

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**


**Patent Number(s)**


If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

08/09/01

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

40

Method of Payment:  
Deposit AccountEnclosed ☐Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

03-2640

Authorization to charge additional fees:

Yes ☐No ☒**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. Charges to deposit account are authorized, as indicated herein.

John W.L. Ogilvie

Name of Person Signing

Signature

Date

## ASSIGNMENT & AGREEMENT

I, Ron McCabe, of 1084 South 400 East, Salt Lake City, Utah 84115, have invented a method, configured medium, signal, and system entitled DATA / PRESENCE INSURANCE TOOLS AND TECHNIQUES, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in provisional patent application serial no. 60/224,399 filed August 10, 2000 in the United States Patent and Trademark Office ("USPTO"), and/or in at least U.S. non-provisional patent application serial no. \_\_\_\_\_ filed August \_\_, 2001, which is identified in the law firm of Computer Law++, 1211 East Yale Avenue, Salt Lake City, Utah 84105 as file no. 1735.2.3A (I hereby authorize Computer Law++ to indicate the application number(s), filing date(s), and jurisdiction(s) when known). I have reviewed these applications and I am familiar with their contents.

The Assignee, MiraLink Corporation, a Utah corporation whose address is 180 South 300 West, Suite 185, Salt Lake City, Utah 84101, desires more clearly to secure the entire right, title and interest in the invention. In consideration of \$1.00 and other good and valuable consideration paid to me by the Assignee, the receipt and sufficiency of which I hereby acknowledge, and with no reliance on any promise or representation made to me by or on behalf of the Assignee, I HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the invention (including subject matter disclosed but not claimed), all copyright and trade secret rights in embodiments or designs for the invention or any portion thereof, all rights in the above-identified United States and international patent applications including without limitation PCT applications and in all divisions, continuations and continuations-in-part of the applications, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; and

The right to file foreign patent applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

I hereby authorize the Assignee to file patent or copyright applications on the invention in any country in its own name or otherwise as the Assignee sees fit. I hereby authorize and request the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.


I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of me to make this Assignment & Agreement fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent and copyright applications on the invention, and all lawful documents requested by the Assignee to further the prosecution of any of such applications; and

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement or interference or other legal proceedings involving the invention; faithful communication to the Assignee of all facts known to me relating to the invention and the history thereof; and generally, taking all reasonable steps which the Assignee shall request to aid in securing, maintaining, and enforcing protection for the invention and to vest title in the Assignee to the invention and all applications, patents, copyrights, and trade secrets based on the invention.

This Assignment & Agreement is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by me, under any prior conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of my employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

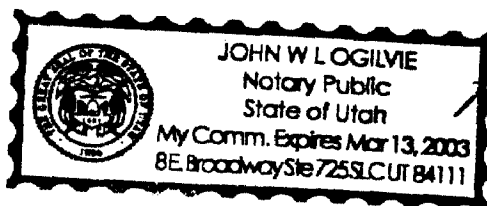
I warrant that to the best of my knowledge my contributions to the invention do not and will not infringe anyone's rights. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. This Assignment & Agreement is governed by the laws of the United States and the State of Utah, and any dispute arising from it will be heard in Utah. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon my heirs and legal representatives.

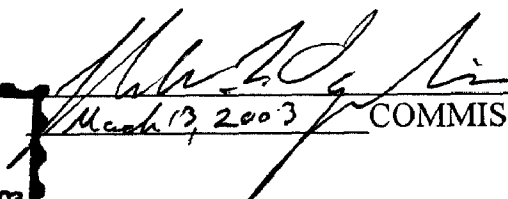
  
\_\_\_\_\_  
Ron McCabe  
1084 South 400 East  
Salt Lake City, Utah 84115

STATE OF Utah )  
COUNTY OF Salt Lake ) §

On this 9 day of August 2001, personally appeared before me Ron McCabe, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

S  
E  
A  
L



  
\_\_\_\_\_  
NOTARY PUBLIC  
March 13, 2003 COMMISSION EXPIRATION

-- OR --

On this \_\_\_\_ day of August 2001, I personally witnessed a person who I know to be Ron McCabe sign this Assignment & Agreement.

Witness' Signature: \_\_\_\_\_

Witness' Printed Name: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

\* \* \* \* \*