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U.S. DEPARTMENT OF COMMERCE
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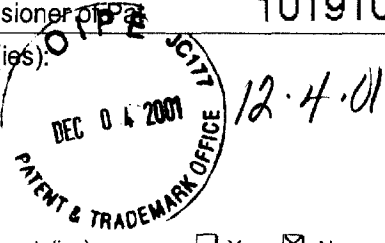
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Tab settings

To the Honorable Commissioner of Patents and Trademarks attached original documents or copy thereof.

1. Name of conveying party(ies):
Jim Allen
William J. Ippolito
Malcom C. Talley
Stephen B. Hall

Additional names(s) of conveying party(ies) Yes No



2. Name and address of receiving party(ies):
Name: **Jim Allen**
Address: **779 Peace Church Road**

City: **Wetumpka** State/Prov.: **AL**
Country: **USA** ZIP: **36093**

Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **November 27, 2001**

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.	Filing date	B. Patent No.(s)
09/977,937	10/17/01	

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Poh C. Chua**
Registration No. **44,615**
Address: **SHAW PITTMAN LLP**
1650 Tysons Boulevard

City: **McLean** State/Prov.: **VA**
Country: **USA** ZIP: **22102**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number:
50-1390

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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.

Poh C. Chua _____
Name of Person Signing Signature Date **12/4/01**

Total number of pages including cover sheet, attachments, and **7**

ASSIGNMENT

WHEREAS, Jim Allen, residing at 779 Peace Church Road, Wetumpka, Alabama, 36093; and William J. Ippolito, residing at 19000 Rock Maple Drive, Hagerstown, Maryland, 21742; and Malcolm C. Talley, residing at 992 Old Ware Road, Wetumpka, Alabama 36093; and Stephen B. Hall, residing at 406 Still Creek Loop, Millbrook, Alabama 36054 (hereinafter "Assignors") have invented certain new and useful improvements in

INTELLIGENT VEHICLE IDENTIFICATION SYSTEM

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

- Executed concurrently herewith
- Executed on
- Serial. No. **09/977,937**, filed **October 17, 2001**

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

- Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, Jim Allen, residing at 779 Peace Church Road, Wetumpka, Alabama, 36093 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto

Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 27th day of November, 2001.

SIGNATURE: William J. Ippolito
NAME: WILLIAM J. IPPOLITO

STATE OF Alabama
COUNTY OF Elmore

I, Kristi Henderson, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM J. IPPOLITO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 27th day of November, 2001.

(SEAL)

Kristi Henderson
Notary Public

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 27th day of November, 2001.

SIGNATURE: *Malcolm C Talley*
NAME: MALCOLM C. TALLEY

STATE OF Alabama

COUNTY OF Elmore

I, *Kristi Henderson*, a Notary Public in and for the County and State aforesaid, do hereby certify that MALCOLM C. TALLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 27th day of November, 2001.

(SEAL)

Kristi Henderson
Notary Public

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 27 day of November, 2001.

SIGNATURE: *Stephen B. Hall*
NAME: STEPHEN B. HALL

STATE OF Alabama

COUNTY OF Elmore

I, Kristi Henderson, a Notary Public in and for the County and State aforesaid, do hereby certify that STEPHEN B. HALL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 27th day of November, 2001.

(SEAL)

Kristi Henderson
Notary Public