



To the Honorable Commissioner For

101985277

Documents or copy thereof:

1. Name of conveying party(ies):

James A. McGibney

2-1-02

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

Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other: \_\_\_\_\_

Execution Date: November 2, 2001

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

Name: SecuraTrak, Inc.

Internal Address: Suite 440

Street Address: 55 Hawthorne Street

City: San Francisco

State: CA Zip: 94105

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):

09/668,984  
60/202,477

B. Patent No.(s):

FEB -1 2002

Additional numbers attached?  Yes  No

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

Name: Brian M. Hoffman, Esq.  
 Internal Address: Fenwick & West LLP  
 Street Address: Two Palo Alto Square  
 City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: [ 2 ]

7. Total fee (37 CFR 3.41): \$80.00

- Check Enclosed
- Fee Transmittal Enclosed
- Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

02/15/2002 TDI AZI 00000151 09668984

01 RC:581 80.00 DP

DO NOT USE THIS SPACE

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.*

Brian M. Hoffman, Reg. No. 39,713

Name of Person Signing

Signature

January 16, 2002

Date

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

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

Case Docket No.: 22854-01000

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to SecuraTrak, Inc. a California corporation, having a place of business at 55 Hawthorne Street, Suite 440, San Francisco, California, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application(s) filed under 35 U.S.C. §111(b) and/or non-provisional application(s) filed under 35 U.S.C. §111(a) listed below (collectively referred to as "APPLICATIONS" whether singular or plural):

- U.S. Utility Application entitled "Article Tracking Device" filed on September 25, 2000, now bearing U.S. application number 09/668,984; and
- U.S. Provisional Application entitled "Tracking Device which Implements GPS, Cellular and RF Signals on One Module" filed on May 8, 2000, now bearing U.S. application number 60/202,477.

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATIONS; (b) all applications claiming priority from the APPLICATIONS; (c) all non-provisional, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATIONS, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for the SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Title of Document: ASSIGNMENT

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Re:	<u>UTILITY APPLICATION</u>	<u>PROVISIONAL APPLICATION</u>
Title:	<u>ARTICLE TRACKING DEVICE</u>	<u>TRACKING DEVICE WHICH IMPLEMENTS GPS, CELLULAR AND RF SIGNALS ON ONE MODULE</u>
Filed:	<u>September 25, 2000</u>	<u>May 8, 2000</u>
Application Nos.:	<u>09/668,984</u>	<u>60/202,477</u>

hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

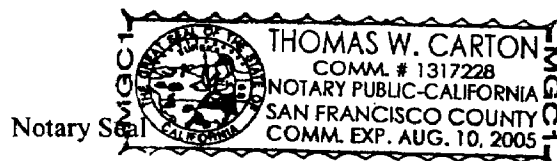
James A. McGibney  
James A. McGibney

November 2, 2001

State of CA } S.S.  
County of San Francisco }

On 11/2/01 before me, Thomas W. Carton personally  
[DATE] [NOTARY PUBLIC]

appeared **James A. McGibney** personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Thomas W. Carton

Notary