



102048416

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

1. Name of conveying party(ies):

Bruce A. Foodman; Harold Foodman

3-28-02

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: 07/20/01

2. Name and address of receiving party(ies)

Name: CWithin

Internal Address: \_\_\_\_\_

Street Address: One Long Wharf, Suite 226

City: New Haven State: CT Zip: 06511

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) 09/545,948

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Marc D. Foodman

Internal Address: \_\_\_\_\_

Street Address: 1 Jennifer Drive

City: Westford State: MA Zip: 01886

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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DO NOT USE THIS SPACE

9. Signature.

Marc D. Foodman, Reg. #34,110

Name of Person Signing

Signature

3/19/02

Date

Total number of pages including cover sheet, attachments, and documents: 4

## PATENT ASSIGNMENT

This ASSIGNMENT is dated as of June 22, 2001, from Bruce A. Foodman and Harold W. Foodman, each a resident of the state of Connecticut (collectively referred to hereinafter as "Assignors") to CWithin, Inc., a Connecticut corporation with a business address of PO Box 1041, Redding, Connecticut 06875 ("Assignee").

### WITNESSETH:

WHEREAS, Assignors owns all right, title, and interest in and to U.S. Patent Application Serial No.09/545,948, Internet Based Emergency Communication System (the "Patent"); and

WHEREAS, in order to convey the Patent to Assignee, Assignors hereby convey all title and interest in the Patent, as further set forth herein, and Assignee has requested Assignors to make such sale and assignment;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, Assignor hereby takes the following actions:

1. Assignors hereby irrevocably assigns, sells, transfers, and conveys to Assignee:
  - (a) the Patent;
  - (b) any and all existing or future registrations of the Patent in the United States, any state of the United States and any foreign countries and localities;
  - (c) all extensions, renewals, and continuations of the Patent and the registrations referred to in clause (b) above; and
  - (d) all rights to sue for past, present and future infringements of the Patent;
  - (e) all licenses and other agreements under which Assignors are licensors, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Patent and the use thereof; and
  - (f) all goodwill of Assignors' business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (e) above.

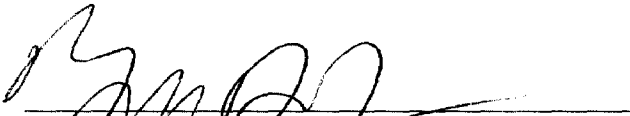
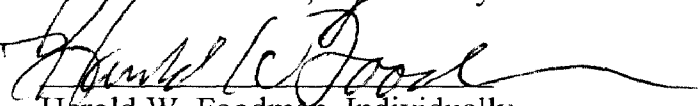
2. Assignors hereby represent and warrant to Assignee that: (a) Assignors are the owners of the Patent, and no adverse claims have been made with respect to its title to or the validity of the Patent; (b) the Patent is not subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by either Assignor as licensor), and (c) with respect to any registered Patent (to the extent any exist), when this Assignment is filed in the United States Patent and Trademark Office or with the appropriate state or foreign authority and the Assignee has taken the other actions contemplated by the Agreements, this Assignment will convey legal title and ownership in the Patent

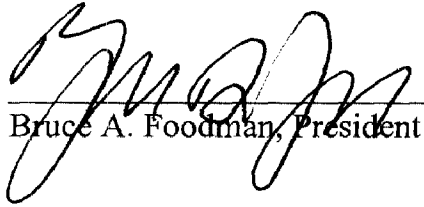
to Assignee, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Governing Law. This Assignment shall be governed by, construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to Patent and the laws of the State of Connecticut, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

IN WITNESS WHEREOF, the undersigned has set his/her hand hereto, effective as of the 20<sup>th</sup> day of ~~June~~, 2001.  
July

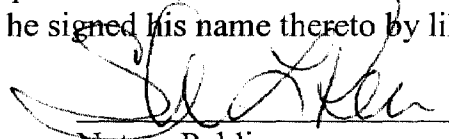
CWITHIN, INC.

  
\_\_\_\_\_  
Bruce A. Foodman, Individually  
  
\_\_\_\_\_  
Harold W. Foodman, Individually

By:   
\_\_\_\_\_  
Bruce A. Foodman, President

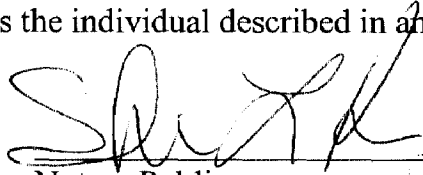
STATE OF CONNECTICUT    )  
  ) ss.  
COUNTY OF Fairfield )

On the 20<sup>th</sup> day of ~~June~~, July, 2001, before me personally came Bruce A. Foodman to me known, who being duly sworn, did depose and say that he is the President of, the corporation described in and which executed the foregoing instrument; and that he knows the seals of said corporations; that the seals affixed to said instrument are such corporate seals; that it was so affixed by order of the board of directors of said corporations and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Shannon C Perry

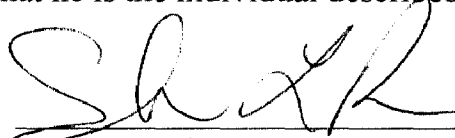
STATE OF CONNECTICUT )  
COUNTY OF Fairfield ) ss.

On the 20<sup>th</sup> day of ~~June~~<sup>July</sup>, 2001, before me personally came Bruce A. Foodman to me known, who being duly sworn, did depose and say that he is the individual described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF CONNECTICUT )  
COUNTY OF Fairfield ) ss.

On the 20<sup>th</sup> day of ~~June~~<sup>July</sup>, 2001, before me personally came Harold W. Foodman to me known, who being duly sworn, did depose and say that he is the individual described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_