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OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies): Guardian Estate Investments, LLC

2. Name and address of receiving party(ies)

Name: Intellectual Assets LLC

Internal Address: 237 Tramway Drive, Suite B

Lake Tahoe, Nevada 89449

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 237 Tramway Drive, Suite B

City: Lake Tahoe State: NV Zip: 89449

Execution Date: 12/19/2003

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) 10/600,224

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Dennis A. DeBoo

Internal Address: DeBoo & Company

400 Capitol Mall, Suite 900

Sacramento, California 95814

Street Address: 400 Capitol Mall, Suite 900

City: Sacramento State: CA Zip: 95814

6. Total number of applications and patents involved: 1

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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9. Signature.

Dennis A. DeBoo

Name of Person Signing

Dennis A. DeBoo Signature

12/30/2003

Date

Total number of pages including cover sheet, attachments, and documents: 9

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0021

40.00 DP

PATENT REEL: 014843 FRAME: 0297

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, **Randall L. Bickford**, of **Orangevale, California**; did file on **June 20, 2003** an application in the United States for an improvement in a **Surveillance System and Method Having Parameter Estimation And Operating Mode Partitioning** which has been given **U.S. Patent Application No. 10/600,224**,

WHEREAS on **September 5, 2003**, said U.S. Patent Application No. 10/600,224 was assigned from **Randall L. Bickford** to **Guardian Estate Investments, LLC** of 7932 Country Trail Drive, Orangevale, California 95662, a California limited liability company, which assignment was filed with the United States Patent and Trademark Office on **October 21, 2003** and which was received thereby on **October 24, 2003**;

WHEREAS, **Guardian Estate Investments, LLC** is now the sole owner of said U.S. Patent Application No. 10/600,224; and

WHEREAS, **Intellectual Assets LLC**, of **237 Tramway Drive, Suite B, Lake Tahoe, Nevada 89449**, a **Nevada Limited Liability Company**, is desirous of acquiring the entire interest in said U.S. Patent Application No. 10/600,224;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable considerations, **Guardian Estate Investments, LLC**, by these presents does sell, assign and transfer unto said **Intellectual Assets LLC**, the entire right, title and interest in and to said Patent Application, and all original and reissued Patents granted therefore, and all divisions and continuations thereof, including the subject-matter of any and all claims which may be obtained in every such Patent, and the right to apply for and obtain Patents, Utility Model Registrations and Inventor's Certificates in countries foreign to the United States, and in and to any Letters Patent, Utility Model Registration or Inventor's Certificate which may be granted thereon in such foreign countries, including all priority rights under the International Convention associated therewith for each country of the Union, and **Guardian Estate Investments, LLC**, hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty it is to issue Patents on applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to said **Intellectual Assets LLC**, its successors, assigns, nominees or their legal representatives, as assignee of the entire right, title and interest in and to said Patent Application, and hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to record **Intellectual Assets LLC** as the assignee of the entire right, title and interest in and to said Patent Application in accordance with the terms of this assignment,

and covenants having full right to convey the entire right, title and interest in and to said Patent Application herein assigned and covenants having not executed and will not execute any agreement in conflict herewith, and agrees to communicate to said **Intellectual Assets LLC**, its successors, assigns, nominees or their legal representatives all facts known to **Guardian Estate Investments, LLC** respecting said invention, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when said representatives desire to file a disclaimer relating thereto, **Guardian Estate Investments, LLC** will, upon request, sign all lawful papers requisite for the filing of such disclaimer, and further covenants and agrees to, at any time upon request, do everything legally possible to aid said **Intellectual Assets LLC**, its successors, assigns, nominees or other legal representatives, either in its or their own name, to apply for, obtain and enforce Patent, Utility Model and/or Inventor's Certificate protection for said improvements in all countries, all without further consideration, but at the expense of said **Intellectual Assets LLC**, its successors, assigns, nominees, or other legal representatives.

Executed this 19th day of December, 2003
at Rancho Cordova, California
Randall L. Bickford

Guardian Estate Investments, LLC
By: Randall L. Bickford, President

State of California }
County of Sacramento } SS:

On DEC. 19th, 2003, before me, SHONTEL M. MUÑOZ, a Notary Public in and for said State, personally appeared **Randall L. Bickford**, ~~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.

WITNESS my hand and official seal.
Shontel M. Munoz
NOTARY PUBLIC

