

Atty. Dkt. No. 4301-122  
 FORM PTO-1595 (Rev. 06/04)  
 OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)/Execution Date(s):

Thomas H. Stanford  
 Scott C. Hoeptner

Execution Date(s) 11/22/04

Additional conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

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

Name: HM Electronics, Inc.

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

Street Address: 14110 Stowe Drive

City: Poway

State: California

Country: United States Zip: 92064

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application Number(s):

10/928,476

B. Patent Number(s):

Additional numbers attached? ☐ Yes ☒ No

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

Bernard L. Kleinke, Esq.  
 DUCKOR SPRADLING METZGER and WYNNE  
 A Law Corporation  
 401 West A Street, Suite 2400  
 San Diego, California 92101-7915

Phone Number: (619) 231-3666 ext. 178

Facsimile Number: (619) 231-6629

Email Address: kleinke@dsmwlaw.com

### 6. Total number of applications and patents involved:

1

### 7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

a. Credit Card Last 4 Numbers 1002

Expiration Date 07/05

b. Deposit Account Number 502635

Authorized User Name Bernard Kleinke

### 9. Signature:

Bernard L. Kleinke  
 Signature

Dec. 9, 2004  
 Date

Bernard L. Kleinke, Esq.

Name of person signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Atty. Dkt No. 4301-122

**ASSIGNMENT AND AGREEMENT**

**WHEREAS**, **Thomas H. Stanford** of 1882 Century Way, Escondido, California 92026 and **Scott C. Hoeptner** of 11990 Paseo Fuerte, El Cajon, California 92020; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled COMMUNICATION SYSTEM AND METHOD (Atty. Dkt. No. 4301-122) for which an application for United States Letters Patent was filed on August 26, 2004 as Application No. 10/928,476 and;

**WHEREAS**, **HM Electronics, Inc.**, a California Corporation, duly organized and existing under the laws of the State of California, and having its principal place of business at 14110 Stowe Drive, Poway, California 92064 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals,

assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

*ASSIGNOR HEREBY GRANTS* to the law firm of DUCKOR SPRADLING METZGER & WYNNE the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of DUCKOR SPRADLING METZGER & WYNNE do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 22 day of Nov. 2004.

  
THOMAS H. STANFORD

State of California

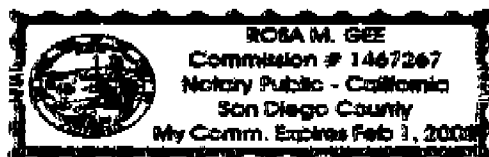
County of San Diego

On this 22 day of Nov., 2004, before me, a notary public in and for said county, appeared THOMAS H. STANFORD, who is personally known to me OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(seal)

  
Notary Public

My Commission Expires Feb. 1, 2008




Executed this 22 day of Nov. 2004.

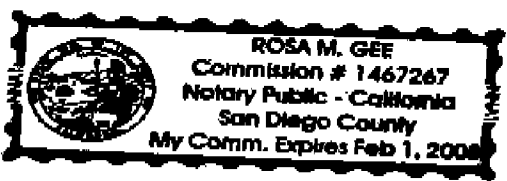
  
SCOTT C. HOEPTNER

State of California  
County of San Diego

On this 22 day of Nov., 2004, before me, a notary public in and for said county, appeared SCOTT C. HOEPTNER, who is personally known to me OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(seal)

  
Notary Public  
My Commission Expires Feb. 1, 2008



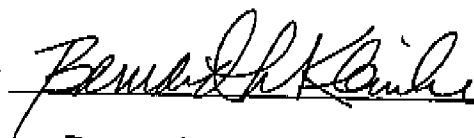
Atty. Dkt. No. 4301-122

DUCKOR SPRADLING METZGER & WYNNE. If any such payment also requires a petition or extension request, please construe this authorization to pay as the necessary petition or request, which is required to accompany the payment.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date: 9 DEC 2004

By 

DUCKOR SPRADLING METZGER & WYNNE  
A Law Corporation  
Customer Number 36412

Bernard L. Kleinke  
Attorney for Applicant  
Registration No. 22,123



36412  
PATENT TRADEMARK OFFICE

Telephone: 619.231.3666  
Facsimile: 619.231.6629  
Email: [Kleinke@dsmwlaw.com](mailto:Kleinke@dsmwlaw.com)