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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office OIPE

OMB No. 0651-0011(exp. 4/94)

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To the Assistant Commissioner for Patents: Please record the a	ttached original documents or copy thereof. 2 JUL 0 6 2004
Name of conveying party(ies): Ronald D. Blum William Kokonaski Dwight P. Duston Additional name(s) of conveying party(ies) attached? □Yes ☒No Nature of conveyance:	2. Name and address of receiving party(ies): Name: IntelliMats, LLC Internal Address: Street Address: 2840 Hershberger Road, Suite A Roanoke, VA 24017
□ Assignment □ Security Agreement □ Other Execution Date: Ronald D. BLUM William KOKONASKI - July 1, 2004	Additional name(s) & address(es) attached? □Yes ⊠No
Dwight P. DUSTON - May 20, 2004	
4. Application number(s) or patent number(s); Serial No	. 10/759,167, filed January 20, 2004
If this document is being filed together with a new application, the execut	ion date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
Additional numbers attached: □ Yes ⊠ No	
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 1
Kenyon & Kenyon 1500 K Street, N.W., Suite 700 Washington, DC 20005	7. Total fee (37 CFR 3.41)\$40.00
	□ Enclosed
	☑ Authorized to be charged to deposit account
	8. Deposit account number:
	11-0600
	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature. To the best of my knowledge and belief, the foregoing inforcopy of the original document. William E. Curry Name of Person Signing Signate Total number of pages	JULY 6, 2004
OMB No. 0651-0011 (exp. 4/94) 10551/535	
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ASSIGNMENT AND AGREEMENT

For value received, We,

Ronald D. BLUM,

5320 Silver Fox Road, Roanoke, Virginia 24014;

William KOKONASKI,

1807 44th Street Court, N.W., Gig Harbor, Washington 98335

Dwight P. DUSTON,

59 Fairlane, Laguna Niguel, California 92677

hereby sell, assign and transfer to IntelliMats, LLC, a limited liability corporation having an office at 2840 Hershberger Road, Suite A, Roanoke, Virginia 24017, U.S.A., (hereinafter "the Assignee") and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to INTERACTIVE AND DYNAMIC ELECTRONIC FLOOR ADVERTISING/MESSAGING DISPLAY described in an application for Letters Patent of the United States, filed January 20, 2004 as United States Application Serial Number 10/759,167 and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to the Assignee the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize the Assignee to make application for such protection in their own names and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of the Assignee to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to the Assignee in the United States and in all countries foreign to the United States, or to such nominees as the Assignee may designate.

We agree that, when requested, we shall, without charge to the Assignee but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

We, have hereunto set our hands on the date indicated below:

Date: 51604	Ronald D. BLUM
Date:	William KOKONASKI
Date:	Dwight P DUSTON

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Serial No. 10/759,167 Attorney Docket No. 10551/535

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We, have hereunto set our hands on the date indicated below:

Date:	Ronald D. BLUM
Date: July 15 + 2004	William KOKONASKI
Date:	Dwight P. DUSTON

491314v1

Serial No. 10/759,167 Attorney Docket No. 10551/535

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We, have hereunto set our hands on the date indicated below:

Date:	Ronald D. BLUM
Date:	William KOKONASKI
Date: May 20, 2004	Dwight Duston

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PATENT REEL: 015535 FRAME: 0275

RECORDED: 07/06/2004