

04-25-2005

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



102987800

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)

Billy C. Fowler

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 7/23/1999

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

2. Name and address of receiving party(ies)

Name: Rodgers Technology Center, Inc.

Internal Address: _____

Street Address: 202 South River Drive

City: Tempe

State: Arizona

Country: USA

Zip: 85281

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 No.(s)

B. Patent No.(s)

6,340,932

Additional numbers attached? ☐ Yes ☒ No

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

Name: Allen J. Moss

Internal Address: Squire, Sanders & Dempsey LLP

Street Address: Two Renaissance Square

40 North Central Avenue, Suite 2700

City: Phoenix

State: Arizona Zip: 85004-4498

Phone Number: 602-528-4839

Fax Number: 602-253-8129

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ 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 _____
Expiration Date _____

b. Deposit Account Number 19-3878

Authorized User Name Allen J. Moss

9. Signature:

Signature

Date

04/22/2005 DBYRNE 00000048 193878 6340932

01 FC:8021

40.00 DA

Allen J. Moss, Reg. No. 38,567
Name of Person Signing

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

5

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

PATENT
REEL: 016470 FRAME: 0726

Rodgers Technology Center, Inc.

Document No: 00010-1002

Intellectual Property and Patent Assignment

This Patent Assignment ("Assignment") is executed this July 23, 1999 by and between Billy C. Fowler (Assignor) residing at 4471 East Olney, Phoenix, AZ 85044, and Rodgers Technology Center, Inc. ("Assignee"), an Arizona Corporation, with its principal place of business at 202 South River Drive Tempe, AZ 85281.

In July- August 1999, Assignor will file for a Patent under an application for Letters Patent of the United States entitled OBJECT IDENTIFICATION SYSTEM WITH ADAPTIVE TRANSCEIVERS AND METHODS OF OPERATION, Case Number: ADD05-003-9 and the Inventions set forth and described in that Application ("Invention"), and described as follows: Monitoring system for the detection of tags in an antenna configuration.

Assignee wishes to acquire for the duration of the term for which the Patent is or may be granted, for its sole use and benefit, and for the use and benefit of its legal representatives, the full and exclusive right, title and interest in and to the Patent in the United States and any foreign countries which have or may grant a corresponding Patent.

2. Assignment

For good and valuable consideration, receipt of which is acknowledged, the Assignor sells for the agreed to amount of \$10.00, assigns and transfers to the Assignee, and its successors and assigns, the entire title, interest and right, including the right of priority, in, to and under the Patent and Invention.

The Assignor agrees promptly upon request of the Assignee, its heirs, successors or assigns, to communicate any facts known to it respecting the Patent and the Invention set forth therein, and to execute and deliver without further compensation any power of attorney, Assignment, application, whether original, continuation, divisional or reissue, or other papers that may be necessary or fully desirable to secure to the Assignee, its heirs, successors and assigns, the Inventions and any of them described in said application and all Patent rights therein, in the United States and in any country foreign thereto, and

Initial Assignor B FInitial Assignee [Signature]Witness [Signature]

RTC, Inc.

202 South River Drive
Tempe, AZ 85281

2

Phone (480) 829-1250
Fax (480) 829-1255

Rodgers Technology Center, Inc.**Document No: 00010-1002**

to cooperate and assist in the prosecution of interference proceedings involving said Inventions and in the adjudication and re-examination of said Letters Patent, provided the expenses that may be incurred by the Assignor in lending such cooperation and assistance be paid by the Assignee.

3. Representations and Warranties

The Invention and the Patent covering the Invention for which the Patent application was filed are the sole property of the Assignor and, except as disclosed to Assignee in this Assignment, no lien, mortgage, security interest, or other encumbrance against the Invention or Patent exists. The following encumbrances regarding the Invention and Patent are outstanding: NONE

No share, interest, Assignment, or other right to any or all of the Invention, or the Patent application covering the Invention, has been transferred, assigned, or granted to any other party except the following: NONE

4. General Provisions

4.1 Effect on Heirs and Successors. This Assignment and each of its provisions will be binding on and will inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

4.2 Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement will constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver will be effective only with respect to the specific obligation described in that waiver.

Initial Assignor Initial Assignee Witness 

RTC, Inc.

202 South River Drive
Tempe, AZ 85281Phone (480) 829-1250
Fax (480) 829-1255

3

Rodgers Technology Center, Inc.

Document No: 00010-1002

4.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable under judicial decree or decision, the remainder will remain valid and enforceable according to its terms.

4.4 Governing Law. This Agreement will be governed by the laws of the State of Arizona applicable to Agreements made and fully performed in Arizona by Arizona residents.

The parties have carefully reviewed this Agreement and agree to and accept its terms and conditions. This Agreement is executed and entered into as of the day and year first written above. All disputes will be tried in the appropriate federal and state courts in Maricopa County, Arizona, and each of the parties submit to the jurisdictions of such courts.

ASSIGNOR**ASSIGNEE**

By: Billy C. Fowler By: James L. Rodgers, President 7/23/99

Name: Billy C. Fowler Name: JAMES L. RODGERS

Title: Former Owner ENA Title: PRESIDENT

Date 7/23/99

Initial Assignor B.F.

Initial Assignee [Signature]

Witness [Signature]

RTC, Inc.

202 South River Drive
Tempe, AZ 85281

4

Phone (480) 829-1250
Fax (480) 829-1255

Rodgers Technology Center, Inc.

Document No: 00010-1002

Acknowledgment of Assignor

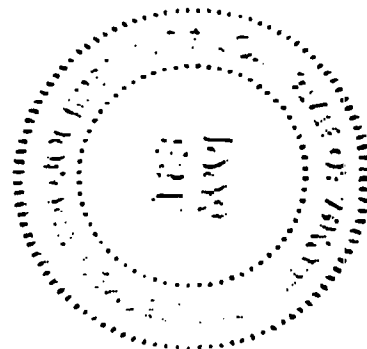
Arizona

County of Maricopa

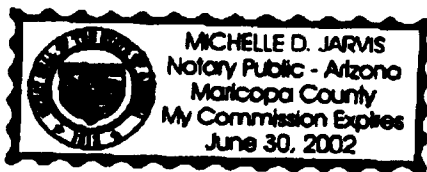
On July 23, 1999 before me James L. Rodgers, personally appeared Billy C. Fowler personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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:

James L. Rodgers, President, 7/23/99
(signature)



Notary:



Michelle Jarvis
7/23/99

RTC, Inc.

202 South River Drive
Tempe, AZ 85281

5

Initial Assignor B.C.

Initial Assignee James L. Rodgers

Witness [Signature]

Phone (480) 829-1250
Fax (480) 829-1255