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Atty Ref/Docket No.: 37000-0420

Patent and Trademark Office

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

1. Name of conveying party(ies):

Joel A. Diemer

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: September 20, 2005

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

Name: Arrowhead Center, Inc.

Street Address: MSC 3 RES -- Box 30001

City: Las Cruces State: New Mexico

Zip: 88003-8001

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)

B. Patent No.(s)

International Serial No. PCT/US2005/032085, filed September 8, 2005

U.S. Serial No. 11/221,599, filed September 7, 2005

Additional numbers attached? ☐ Yes ☒ No

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

Name: Vidal A. Oaxaca

Peacock Myers, P.C./

Address: P.O. Box 26927

Albuquerque, New Mexico 87125-6927

Customer No. 005179

FAX (505) 243-2542

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 80.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 13-4213

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Vidal A. Oaxaca, Reg. No. 44,267

Name of Person Signing

Signature

October 6, 2005

Date

Total number of pages including cover sheet: 2

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

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**PATENT
REEL: 016855 FRAME: 0390**

CH \$40.00 134213 11221599

ASSIGNMENT OF INVENTION AND PATENT RIGHTS**Inventors/Assignors:** Joel A. Diemer

Serial No. 11/221,599	Filing Date:	September 7, 2005
Serial No. PCT/US2005/032085	Filing Date:	September 8, 2005

Whereas, JOEL A. DIEMER of 4291 Telbrook Road, Las Cruces, New Mexico 88011 (hereinafter referred to as "Assignor") is an employee, former employee, student, or former student of New Mexico State University, Las Cruces, New Mexico 88003 and as such has made a certain invention entitled *Monitoring Device and Security System*, for which a patent application was filed at the expense of their employer as follows in the United States Patent and Trademark Office:

on September 7, 2005, under attorney docket No. 37000-0420.UT, and is identified as Serial No. 11/221,599, which claims priority to U.S. provisional application Serial No. 60/548,107 filed on January 28, 2005; and

on September 8, 2005, under attorney docket No. 37000-0420.PCT, and is identified as Serial No. PCT/US2005/032085, which claims priority to U.S. patent application Serial No. 11/221,599, filed on September 7, 2005, and U.S. provisional application Serial No. 60/548,107 filed on January 28, 2005.

Whereas, the Assignor is obligated under the provisions of the New Mexico State University Policy Manual, which incorporates the Faculty Handbook, General Operating, Personnel and Benefits Manual ("NMSU Policy Manual") to assign the invention and intellectual property rights relating thereto to New Mexico State University, subject to the terms of the NMSU Policy Manual; and

Whereas, the intellectual property of New Mexico State University, by authority of its Board of Regents, is required to be assigned to ARROWHEAD CENTER, INC., MSC 3RES, Box 30001, Las Cruces, New Mexico 88003-8001, its successors and assigns (hereinafter referred to as "Assignee").

Now, therefore, in view of the above premises and good and valuable consideration the receipt whereof is hereby acknowledged, and with the agreement that the Assignor and

Assignee will abide by the NMSU Policy Manual, and with the further agreement that Assignor's right to receive money under the NMSU Policy Manual shall extend to Assignor's heirs, successors, and assigns, Assignor does hereby sell, assign and transfer unto Assignee all right, title and interest in and to the invention and all improvements and the interest in and to any and all copyrights and patent applications and patents which may be issued thereon in the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, including all provisional, utility, continuations-in-part, divisions, substitutions, reissues, renewals, continuations, reexaminations or other applications based in whole or in part thereon, and the right to sue for past, present, and future infringement of such rights, in the name of Assignee or its designee.

If the work is a "work made for hire" within the meaning of the Copyright Act (Title 17 of the United States Code), Assignor and Assignee agree that the work shall be considered a work made for hire. And Assignor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents and copyrights.

Assignor hereby authorizes and requests the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Assignor further agrees with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Assignor which are not in the public domain and which relate to the

above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Assignor agrees to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Further, Assignor agrees to communicate to Assignee any facts known to Assignor respecting said invention, and to testify in any legal proceedings, to sign all lawful papers, to execute all provisionals, utilities, divisions, continuations, in whole or in part, substitutions, renewals and reissue applications, to execute all necessary assignment papers to cause any and all of said Patents to be issued to Assignee, to make all rightful oaths and generally to do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper protection for said invention.

Assignor's rights in the above-mentioned invention or improvement and Related Know-How and any copyrights, patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Assignor has full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Assignor" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and the U.S. Copyright Office of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent and copyright registration as shall be granted on said application or applications based thereon to Assignee.

DATED this ____ day of 9/25/2005 2005.


Joel A. Diemer

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 20 day of
September, 2005, by Joel A. Diemer.

My commission expires:

2-27-06
SEAL

Margaret Comany
Notary Public

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