

11-08-2005

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

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103115395

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)

Thomas M. Lubanski

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

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

Execution Date(s) 10-27-05

- ☒ 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: Peterson Systems International, Inc.

Internal Address:

Street Address: P.O. Box 1557

City: Duarte

State: California

Country: USA Zip: 91009-4557

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: L. Grant Foster

Internal Address: Holland & Hart LLP

Street Address: P.O. Box 11583

City: Salt Lake City

State: Utah Zip: 84147-0583

Phone Number: (801) 595-7830

Fax Number: (801) 364-9124

Email Address: gfoster@hollandhart.com

6. Total number of applications and patents involved: 1,390.00

7. Total fee (37 CFR 1.21(h) & 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 _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

31 OCTOBER 2005
Date

L. Grant Foster

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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

11/03/2005 KBETEM1 00000008 11263099

06 FC:8021

40.00 DP

PATENT

REF: 017173 FRAME: 0049

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. PATENT APPLICATION NO. Unknown
FILING DATE Filed Herewith
INVENTOR..... Thomas M. Lubanski
ASSIGNEE..... Peterson Systems International, Inc.
ATTORNEY'S DOCKET NO 46297.0014
TITLE..... "Cable Protection System"

PATENT ASSIGNMENT

Inventor:

Thomas M. Lubanski
2330 Jamestown Court
Claremont, CA 91711

Assignee:

Peterson Systems International, Inc.
P.O. Box 1557
Duarte, CA 91009-4557

BACKGROUND OF THE ASSIGNMENT

INVENTOR has conceived a certain new and useful invention disclosed in a United States patent application titled "Cable Protection System."

ASSIGNEE desires to acquire the entire right, title and interest in the invention and with respect to any Letters Patent or grant of rights equivalent thereto that may be granted with respect to the invention in both the United States and in all foreign countries.

THE PARTIES AGREE AS FOLLOWS:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the undersigned INVENTOR hereby sells, assigns, and transfers to Peterson

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PATENT

REEL: 017173 FRAME: 0050

Systems International, Inc., a corporation of the state of Utah, the entire right, title, and interest in the above-identified patent application executed concurrently herewith and to all divisional, continuing, substitute, renewal, reissue, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all countries foreign to the United States relating to any subject matter disclosed by the above-identified patent application and hereby authorize the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors, or assigns.

Specifically, ASSIGNEE is hereby authorized to apply for patents relating to the invention in its own name in countries where such procedure is proper; to claim the benefit of, file, and prosecute applications relating to the invention under any international conventions or treaties, if applicable. INVENTOR agrees to execute applications relating to the invention in those countries and under those international conventions or treaties, if applicable, where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting grant of patent rights or equivalents thereof to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.

The INVENTOR further agrees, at the request and expense of ASSIGNEE, to:

execute all divisional, continuing, substitute, renewal, reissue, and any other documents relating thereto;

execute all rightful oaths, declarations, assignments, powers of attorney, and other papers;

communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known to the undersigned relating to the above-referenced application for United States Letters Patent;

testify as to the same in any interference, litigation, or other proceeding relating to the above-referenced application for United States Letters Patent; and

in general, do everything reasonably possible which the ASSIGNEE shall consider desirable for vesting title to such application for United States Letters Patent in the ASSIGNEE, and for securing, maintaining, defending, or enforcing valid and enforceable patent protection therefor.

The INVENTOR acknowledge that the sale, assignment, and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of the INVENTOR and extends to the successors, assigns, and nominees of the ASSIGNEE.

Signed at DUARTE, CA. on Oct. 27, 2005.


THOMAS M. LUBANSKI

STATE OF CALIFORNIA)
 : ss.
COUNTY OF LOS ANGELES)

On _____, 2005, before me, a Notary Public, personally appeared Thomas M. Lubanski, who is known to me to be the person described in the foregoing assignment, who executed it and acknowledged such execution to be voluntary and for the purposes set forth therein.

NOTARY PUBLIC

[SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

LOS ANGELES

} ss.

On OCTOBER 27, 2005 before me, F. DE LA CRUZ, NOTARY PUBLIC

Date

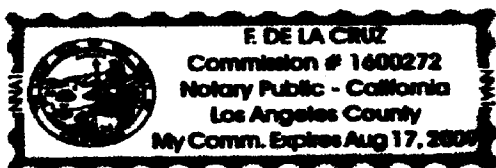
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared THOMAS M. LUBANSKI

Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PATENT ASSIGNMENT

Document Date: OCTOBER 27, 2005 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: THOMAS M. LUBANSKI

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

PATENT

REEL: 017173 FRAME: 0053

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. PATENT APPLICATION NO. Unknown
FILING DATE Filed Herewith
INVENTOR Thomas M. Lubanski
ASSIGNEE Peterson Systems International, Inc.
ATTORNEY'S DOCKET NO 46297.0014
TITLE "Cable Protection System"

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PATENT

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Specifically, ASSIGNEE is hereby authorized to apply for patents relating to the invention in its own name in countries where such procedure is proper; to claim the benefit of, file, and prosecute applications relating to the invention under any international conventions or treaties, if applicable. INVENTOR agrees to execute applications relating to the invention in those countries and under those international conventions or treaties, if applicable, where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting grant of patent rights or equivalents thereof to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.

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Signed at DUARTE, CA. on Oct. 27, 2005.


THOMAS M. LUBANSKI

STATE OF CALIFORNIA)
 : ss.
COUNTY OF LOS ANGELES)

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NOTARY PUBLIC

[SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

SS.

On OCTOBER 27, 2005 before me, F. DE LA CRUZ, NOTARY PUBLIC

Date

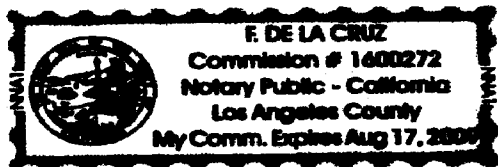
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared THOMAS M. LUBANSKI

Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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Title or Type of Document: PATENT ASSIGNMENT

Document Date: OCTOBER 27, 2005 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: THOMAS M. LUBANSKI

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here