

11-25-2005

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

RE



103125834

Docket No.: 1104-014

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):

Hugh Svendsen

Execution Date(s) 11/17/2005

Additional name(s) of 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: FlashPoint Technology, Inc.

Internal Address:

Street Address: 1130 Situs Court, Suite 216

City: Raleigh

State: NC

Country: USA Zip: 27606

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)

11/23/2005 RMEBRAHT 00000037 11282556
01 FC:8071

40.00 DP

Additional numbers attached? ☐ Yes ☒ No

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

Name: Benjamin S. Withrow

Internal Address: Withrow & Terranova, PLLC

Street Address: P.O. Box 1287

City: Cary

State: NC Zip: 27512

Phone Number: 919-654-4520

Fax Number: 919-654-4521

Email Address:

6. Total number of applications and patents involved:

1

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 1002
Expiration Date 04/2007

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

November 18, 2005

Date

Benjamin S. Withrow

Name of Person Signing

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

4

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

ASSIGNMENT

This Assignment made by me, Hugh Svendsen, hereinafter referred to as assignor, a citizen of the United States of America, residing at 678 Bear Tree Creek, City of Chapel Hill, County of Orange, State of North Carolina;

WITNESSETH: That,

WHEREAS, I am the sole inventor of certain new and useful improvements in SYSTEM AND METHOD FOR TAGGING IMAGES BASED ON POSITIONAL INFORMATION for which I am making application for Letters Patent of the United States, and for which I have executed a declaration; and

WHEREAS, FlashPoint Technology, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 1130 Situs Court, Suite 216, City of Raleigh, County of Wake, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and

assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents I am the sole and lawful owner of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that I will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to my said assignee, its successors or assigns, but at its or their expense.

I hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, I have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any

applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and I hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to my said assignee, its successor, assignee or nominee, but at its or their own expense.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 17 day of November, 2005.



Hugh Svendsen

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