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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)**

Phillip M. Adams

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) April 21, 2006

- ☒ 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: Phillip M. Adams &amp; Associates, L.L.C.

Internal Address: \_\_\_\_\_

Street Address: 860 Seville Way

City: Bountiful

State: Utah

Country: USA

Zip: 84011

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)

6,401,222

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: A. JOHN PATE, PATE PIERCE &amp; BAIRD

Internal Address: \_\_\_\_\_

Street Address: 215 South State Street

Suite 550

City: Salt Lake City

State: Utah

Zip: 84111

Phone Number: (801) 530-0330

Fax Number: (801) 530-5955

Email Address: pate@patepiercebaird.com

**6. Total number of applications and patents involved:** \_\_\_\_\_**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 3015

Expiration Date 02/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

May 17, 2006

Date

05/23/2006 DBYRNE 00000000 09211574

01 FC:0021

JOHN PATE

Name of Person Signing

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

3

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

## ASSIGNMENT OF PATENT

Whereas, Phillip M. Adams, an individual, hereinafter referred to as Assignor, having a residence and post office address of 313 Pleasant Summit Drive, Henderson, Nevada 89012, is the sole owner of a United States Patent for an improvement in a method and apparatus entitled "DEFECTIVE FLOPPY DISKETTE CONTROLLER TESTING APPARATUS AND METHOD," U.S. Patent No. 6,401,222 issued on June 4, 2002; and

Whereas, Phillip M. Adams & Associates, L.L.C., a limited liability company of the state of Utah, hereinafter referred to as "Assignee," having a place of business at 860 Seville Way, P.O. Box 1207, Bountiful, Utah 84011, desires to secure the entire right, title, and interest in the same;

Now, therefore, in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration paid to Assignor by the Assignee, the receipt of which is hereby acknowledged, the Assignor, by these presents do sell, assign, and transfer unto said Assignee:

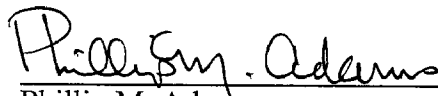
The full and exclusive right to the said invention in the United States and the entire right, title, and interest in and to said patent aforesaid; the same to be held and enjoyed by the said Assignee for his own use and behoof, and for his legal representatives and assigns, to the full end of the term of which said Patent is granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.

Assignor hereby agrees, without further consideration and without expense to Assignee, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, continuations, continuations-in-part, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This Assignment and agreement shall be binding upon Assignor's heirs and legal representatives.

  
Phillip M. Adams

STATE OF UTAH     )  
                                  SS.  
County of Salt Lake    )

Before me personally appeared Phillip M. Adams, 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 the foregoing instrument to be his free act and deed, in his authorized capacity, and that by his signature on the instrument the person executed the instrument this 21<sup>st</sup> day of April, 2006.

My Commission Expires:  
Jan. 5, 2006

Rea J. Betenson  
NOTARY PUBLIC  
Residing at Jan. 5, 2006  
Salt Lake City, Utah

