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U.S. DEPARTMENT OF COMMERCE  
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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.

5/18/06

**1. Name of conveying party(ies)**  
 Harmut Neven, Sr.  
 Harmut Neven

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

**2. Name and address of receiving party(ies)**  
 Name: Nevenengineering, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2400 Broadway, Suite 240  
 City: Santa Monica  
 State: California  
 Country: USA Zip: 90404

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) May 4, 2006

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s)  
11/129,034

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Robroy R. Fawcett  
 Internal Address: \_\_\_\_\_  
 Street Address: 1576 Katella Way  
 City: Escondido  
 State: California Zip: 92027  
 Phone Number: 760 738-7005  
 Fax Number: 775 255-6419  
 Email Address: law@robroy.cc

**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 \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature] May 15, 2006  
 Signature Date  
Robroy R. Fawcett (Reg. Number 35,133)  
 Name of Person Signing

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

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

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## ASSIGNMENT

This assignment (“Assignment”) is made by Hartmut Neven, Sr. of Aachen, Germany, and Hartmut Neven, of Malibu, California, (collectively, the “Assignors”) to Nevengineering, Inc., Assignee, having a place of business at 2400 Broadway, Suite 240, Santa Monica, California 90404.

### Recitals

A. The Assignors have invented a new and useful invention entitled IMPROVED IMAGE-BASED SEARCH ENGINE FOR MOBILE PHONES WITH CAMERA for which an application for United States Letters Patent Application Serial No.: 11/129,034 was filed on May 13, 2005.

B. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the “Invention Patents”).

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment on the date(s) provided below.

Assignor: Hartmut Neven, Sr.

Date: May 4, 2006

Signature: Hartmut Neven

Assignor: Hartmut Neven

Date: May 4, 2006

Signature: Ht Neven

[NE22R]