

06-07-2006

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office103252651  
PATENTS ONLY

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):

Mundi Fomukong and Denzil Chesney

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

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

Execution Date(s): June 2, 2006

- ☒ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

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

Name: Enovsys, LLC

Internal Address:

Street Address:

269 Beverly Drive  
Suite 951

City: Los Angeles

State: California

Country: USA Zip: 90212

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

## 4. Application or patent number(s):

A. Patent Application No.(s)

08/905,674  
10/414,348☐ This document is being filed together with a new application.

B. Patent No.(s)

5,918,159  
6,560,461Additional numbers attached? ☐ Yes ☒ No

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

Name: Bruce G. Chapman

Internal Address: Atty. Dkt.: 70002.00002

Street Address: Connolly Bove Lodge & Hutz LLP  
Wells Fargo Center - South Tower  
355 South Grand Avenue  
Suite 3150

City: Los Angeles

State: California Zip: 90071

Phone Number: 213-787-2500

Fax Number: 213-687-0498

Email Address: bchapman@cblh.com

## 6. Total number of applications and patents involved:

4 PM

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 160.00

- ☐ 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 50-3683

## 9. Signature:

Signature

Bruce G. Chapman

Name of Person Signing

June 2, 2006

Date

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

3

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
2006 JUN -2 PM 1006/06/2006 DBYRME 00000227 503683 08905674  
01 FC:8021 (160:00 DA)PATENT  
REEL: 017957 FRAME: 0154

**ASSIGNMENT OF INTEREST AND FURTHER AMENDED  
JOINT OWNERS AGREEMENT**

WHEREAS, Mundi Fomukong ("Fomukong") and Denzil Chesney ("Chesney") are parties to a Joint Owners Agreement, dated April 24, 1999, and an Amendment To Joint Owners Agreement, dated June 15, 2001, which are incorporated herein by reference;

WHEREAS, pursuant to the Joint Owners Agreement and Amendment To Joint Owners Agreement, Fomukong and Chesney are joint owners of U.S. Patent No. 5,918,159;

WHEREAS, pursuant to the Joint Owners Agreement and Amendment To Joint Owners Agreement, Fomukong owns any and all continuations, continuations-in-part or substitutes of U.S. Patent No. 5,918,159, including U.S. Patent No. 6,560,641 and U.S. Patent Application Serial No. 10/414,348;

WHEREAS, Enovsys LLC ("Enovsys") wishes to obtain ownership of all interest in and full title to U.S. Patent No. 5,918,159 and U.S. Patent No. 6,560,641, and any and all applications stemming therefrom;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Joint Owners Agreement and Amendment To Joint Owners Agreement are amended as follows:

Fomukong does hereby assign, transfer and set over to Enovsys, its successors and assigns, any and all of the title and interest (including full control and the right to sue and collect for past damages) he holds in all U.S. patents and reissues stemming from U.S. Patent Application Serial No. 08/905,674, filed August 4, 1997, including, but not limited to, U.S. Patent No. 5,918,159, U.S. Patent No. 6,560,641 and U.S. Patent Application Serial No. 10/414,348, and Fomukong hereby authorizes and requests the Commissioner of Patents and Trademarks to issue Letters Patent for the foregoing U.S. patent applications to Enovsys, its successors and assigns, in accordance with this assignment.

Chesney does hereby assign, transfer and set over unto Enovsys, its successors and assigns, any and all of the title and interest (including full control and the right to sue and collect for past damages) he holds in U.S. Patent No. 5,918,159;

Enovsys shall pay to Chesney 30% of net income received from licensing or enforcing U.S. Patent No. 5,918,159, exclusive of costs incurred in such licensing or enforcement. If multiple patents or applications (including U.S. Patent No. 5,918,159) are licensed or enforced in the same agreement or proceeding, for the purpose of determining the portion of income attributable to U.S. Patent No. 5,918,159, licensing and enforcement revenue and costs shall be distributed in equal shares to each patent or application so licensed and enforced.

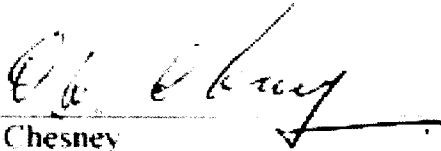
In the event U.S. Patent No. 5,918,159 is not licensed or enforced, Enovsys shall pay to Chesney 8% of net income received from licensing or enforcing all U.S. patents and reissues

stemming from U.S. Patent Application Serial No. 08/905,674, filed August 4, 1997. Any such payments shall not exceed US\$ 500,000.

This Assignment Of Interest And Further Amended Joint Owners Agreement contains the entire agreement among the parties. The Assignment Of Interest And Further Amended Joint Owners Agreement shall not be modified except by written agreement signed by all parties hereto. Any controversy or claim arising out of or relating to the Assignment Of Interest And Further Amended Joint Owners Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules with one arbitrator who is an attorney experienced with intellectual property law. Any arbitration proceeding shall be conducted in Los Angeles, California and be governed by applicable California and Federal law. The fees of the arbitrator shall be borne equally by the parties to any arbitration.


Executed this 2<sup>nd</sup> day of June, 2006.

DENZIL CHESNEY



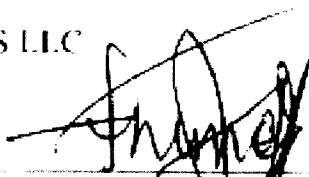
By Denzil Chesney

MUNDI FOMUKONG



By Mundi Fomukong

ENOVSYS LLC



By Mundi Fomukong, Principal