

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James Kelly Fox	07/08/2006
Harold Charles Schloss	07/10/2006
Gwenda Jean McCall	07/12/2006

RECEIVING PARTY DATA

Name:	Technology, Patents & Licensing III, Inc.
Street Address:	2003 South Easton Road
Internal Address:	Suite 208
City:	Doylestown
State/Country:	PENNSYLVANIA
Postal Code:	18901

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6064792

CORRESPONDENCE DATA

Fax Number: (267)880-1721

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 267-880-1720

Email: phespell@techpats.com

Correspondent Name: Technology, Patents & Licensing, Inc.

Address Line 1: 2003 South Easton Road

Address Line 2: Suite 208

Address Line 4: Doylestown, PENNSYLVANIA 18901

NAME OF SUBMITTER:

Patti Hespell

Total Attachments: 11

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PATENT

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PATENT ASSIGNMENT AGREEMENT

WHEREAS **JAMES KELLY FOX**, having an address of 1428 Oak Street, South Pasadena, CA 91030, **HAROLD CHARLES SCHLOSS**, having an address of 2018 Hillsboro Avenue, Los Angeles, CA 90034, and **GWENDA JEAN MCCALL**, having an address of 704 S.E. 38th Drive, Gresham, Oregon 97080 (hereinafter, "Seller") are the sole and exclusive owners of certain United States and/or foreign patents and/or patent applications listed in Exhibit A annexed hereto (collectively referred to as the "Patents"); and

WHEREAS **TECHNOLOGY, PATENTS & LICENSING III, INC.**, having a place of business at 2003 South Easton Road, Suite 208, Doylestown, Pennsylvania 18901 (hereinafter, "Purchaser") is desirous of acquiring the right, title and interest in, to and under the said Patents (and all foreign counterparts and related foreign patents).

Now, Therefore,

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Purchaser, the Patents aforesaid, and any inventions claimed in said Patent, any reissue or reissues of said Patents already granted and which may be granted, any certificates of reexamination already granted and which may be granted the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted, reissued or extended as fully and entirely as the same would have been held and enjoyed by Seller, if this assignment and sale had not been made; together with all claims for damages by reason of past, current, and future infringement and/or provisional rights under said Patents, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

And, Seller, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States on said inventions to Purchaser as assignee of the entire interest, and hereby covenants that Seller has full right to convey the entire interest herein assigned, and that, except as otherwise provided between the parties, Seller has not executed, and will not execute, any agreements in conflict therewith.

In Witness Whereof, Seller has caused this Patent Assignment Agreement to be executed
by its duly authorized representatives.

JAMES KELLY FOX

By: James Kelly Fox

Name: JAMES KELLY FOX

Date: July 8, 2006

HAROLD CHARLES SCHLOSS

By: _____

Name: _____

Date: _____

GWENDA JEAN MCCALL

By: _____

Name: _____

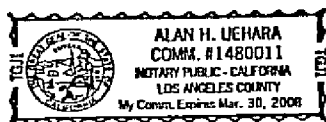
Date: _____

State of CALIFORNIA

County of LOS ANGELES

On this 8th day of JULY, 2006 before me personally appeared JAMES KELLY FOX, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.



[Signature]

Notary Public

My Commission Expires: MARCH 30, 2008

EXHIBIT A

ASSETS TO BE ASSIGNED

Patent or Application No.	Country	Filing Date	Title and Inventors
Patent No. 6,064,792	USA	08/02/1997	Signal Recorder With Deferred Recording James Kelly Fox (Valencia, CA); Harold Charles Fox (Los Angeles, CA); Clinton Gregory White (Loxahatchee, FL)

PATENT ASSIGNMENT AGREEMENT

WHEREAS **JAMES KELLY FOX**, having an address of 1428 Oak Street, South Pasadena, CA 91030, **HAROLD CHARLES SCHLOSS**, having an address of 2018 Hillsboro Avenue, Los Angeles, CA 90034, and **GWENDA JEAN MCCALL**, having an address of 704 S.E. 38th Drive, Gresham, Oregon 97080 (hereinafter, "Seller") are the sole and exclusive owners of certain United States and/or foreign patents and/or patent applications listed in Exhibit A annexed hereto (collectively referred to as the "Patents"); and

WHEREAS **TECHNOLOGY, PATENTS & LICENSING III, INC.**, having a place of business at 2003 South Easton Road, Suite 208, Doylestown, Pennsylvania 18901 (hereinafter, "Purchaser") is desirous of acquiring the right, title and interest in, to and under the said Patents (and all foreign counterparts and related foreign patents).

Now, Therefore,

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Purchaser, the Patents aforesaid, and any inventions claimed in said Patent, any reissue or reissues of said Patents already granted and which may be granted, any certificates of reexamination already granted and which may be granted the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted, reissued or extended as fully and entirely as the same would have been held and enjoyed by Seller, if this assignment and sale had not been made; together with all claims for damages by reason of past, current, and future infringement and/or provisional rights under said Patents, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

And, Seller, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States on said inventions to Purchaser as assignee of the entire interest, and hereby covenants that Seller has full right to convey the entire interest herein assigned, and that, except as otherwise provided between the parties, Seller has not executed, and will not execute, any agreements in conflict therewith.

In Witness Whereof, Seller has caused this Patent Assignment Agreement to be executed by its duly authorized representatives.

JAMES KELLY FOX

By: _____

Name: _____

Date: _____

HAROLD CHARLES SCHLOSS

By: 

Name: Harold Charles Schloss

Date: July 10, 2006

GWENDA JEAN MCCALL

By: _____

Name: _____

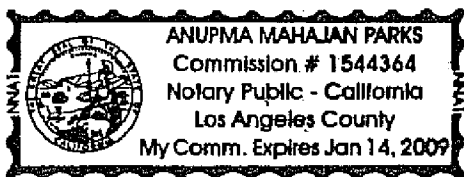
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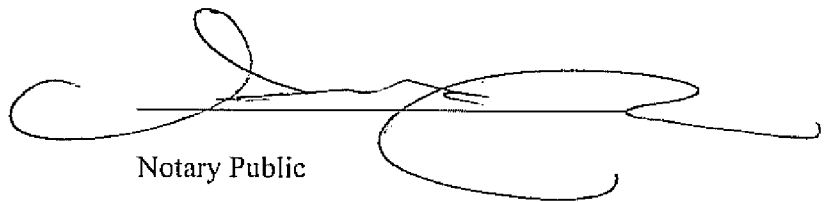
State of CALIFORNIA

County of LOS ANGELES

On this 10 day of JULY, 2006 before me personally appeared HAROLD SCHLOSS, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.




Notary Public

My Commission Expires: 1/14/09

EXHIBIT A

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Patent No. 6,064,792	USA	08/02/1997	Signal Recorder With Deferred Recording James Kelly Fox (Valencia, CA); Harold Charles Fox (Los Angeles, CA); Clinton Gregory White (Loxahatchee, FL)

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And, Seller, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States on said inventions to Purchaser as assignee of the entire interest, and hereby covenants that Seller has full right to convey the entire interest herein assigned, and that, except as otherwise provided between the parties, Seller has not executed, and will not execute, any agreements in conflict therewith.

In Witness Whereof, Seller has caused this Patent Assignment Agreement to be executed by its duly authorized representatives.

JAMES KELLY FOX

By: _____

Name: _____

Date: _____

HAROLD CHARLES SCHLOSS

By: _____

Name: _____

Date: _____

GWENDA JEAN MCCALL

By: Gwenda Jean McCall

Name: Gwenda Jean McCall

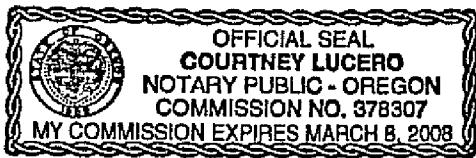
Date: 7-12-06

State of Oregon

County of Multnomah

On this 12 day of July, 2006 before me personally appeared Gwenda Jean McKay to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.



Courtney Lucero

Notary Public

My Commission Expires:

EXHIBIT A

ASSETS TO BE ASSIGNED

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Patent No. 6,064,792	USA	08/02/1997	Signal Recorder With Deferred Recording James Kelly Fox (Valencia, CA); Harold Charles Fox (Los Angeles, CA); Clinton Gregory White (Loxahatchee, FL)