

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dennis K. Killinger	10/02/2006
RECEIVING PARTY DATA	
Name:	University of South Florida
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11530305
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ATTORNEY DOCKET NUMBER:	1372.09.PRWOUSDV
NAME OF SUBMITTER:	Ronald E. Smith
Total Attachments: 2 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif	

OP \$40.00 11530305

ASSIGNMENT OF RIGHTS IN PATENT APPLICATION

Assignor

Dennis K. Killinger

Residence of Assignors

6819 Bluffs Blvd.
Temple Terrace, FL 33617

Assignee

University of South Florida
(A Florida Non-Profit Corporation)

Residence of Assignee

3802 Spectrum Blvd., Suite 100
Tampa, FL 33612

WHEREAS, I, the above-identified Assignor, is the applicant in the following U.S. patent application:

<u>Serial Number</u>	<u>Title</u>	<u>Date of Filing</u>
11/530,305	Method of Creating an Open-Path Laser/Optical Communication System	September 8, 2006

Hereinafter referred to as the "patent application";

And, whereas I desire to assign a 100% undivided interest in said patent application to the above-identified Assignee, and wherein said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for value received, the receipt and sufficiency whereof is hereby acknowledged:

I hereby assign, sell and transfer a 100% undivided interest in the entirety of the bundle of rights, title, and interest in and to said patent application, unto said Assignee, together with all claims for damages and profits by reason of any past infringement of said letters patent and the right to sue therefor, and together with the right to file said patent application or any division, continuation, or continuation-in-part thereof in any foreign jurisdiction under the Paris Convention or the Patent Cooperation Treaty, such interests, claims, and rights, to be held and enjoyed by the Assignee for its own use and for its successors and assigns, to the full end of the term for which a patent issuing from said patent application may be granted, and any reissues, renewals, or extensions thereof as may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

And I further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to us in order to perfect title in said patent application;

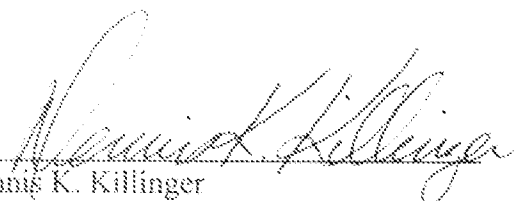
And I further covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

And I further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said patent application as may be known and accessible to me and I will testify to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, declarations, or affidavits required to apply for, obtain, maintain, and enforce said patent application or patent issuing therefrom which may be necessary or desirable to carry out the purposes hereof;

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Upon being duly cautioned, I hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent application and any patent issuing therefrom.

Executed this 2 day of October, 2006, at Tampa, Florida.


Dennis K. Killinger

Date: Oct. 2, 2006