PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHRIS GAY	12/02/2006

RECEIVING PARTY DATA

Name:	MILEMETER, INC.
Street Address:	3723 South FM-551
City:	Royse City
State/Country:	TEXAS
Postal Code:	75189

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11563557

CORRESPONDENCE DATA

Fax Number: (918)583-9659

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

Phone: 9185990621

Email: patents@fellerssnider.com

Correspondent Name: Fellers Snider Blankenship Bailey Tippen

Address Line 1: 321 S. Boston Ave., Suite 800 Address Line 4: Tulsa, OKLAHOMA 74103

ATTORNEY DOCKET NUMBER: 66515/06-690

NAME OF SUBMITTER: David G. Woodral

Total Attachments: 2

source=Assignment#page1.tif source=Assignment#page2.tif

JP \$40.00 11563

PATENT REEL: 018598 FRAME: 0041

PATENT

Attorney Docket No.: 66515/06-690

the time and the training to convey the course interest herein assigned, and that he best as Assignment

expressions this rock of recumulations of this each abbreviou to gray follows: and noted ${
m Page}(1)$ of 2

ent en groen. Et seit eg pe granet grae <mark>Assignment</mark> et learge de two de abbyergren wel en

principle and defend on the property of property and effort any and all deviation and communitations,

WHEREAS, CHRIS GAY, residing at 7027 Casa Loma Avenue, Dallas, Texas 75214, (hereinafter referred to as "ASSIGNOR") has invented a certain new and useful invention entitled "SYSTEM AND METHOD FOR THE ASSESSMENT, PRICING, AND PROVISIONING OF DISTANCE-BASED VEHICLE INSURANCE", for which a utility application for Letters Patent of the United States was filed on November 28, 2006, as Serial No. 11/563,557, which application claims the benefit of prior filed utility application Serial No. 10/977,712, which claims the benefit of prior filed provisional application Serial No. 60/803,837; and

WHEREAS, MILEMETER, INC., a Delaware corporation having its principal place of business located at 3723 South FM-551, Royse City, Texas 75189, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of ASSIGNOR in and to the aforementioned invention and application, and in, to and under any and all Letters Patent of the United States and in any and all foreign countries; and in fact has acquired such rights by virtue of the prior assignment by ASSIGNOR to ASSIGNEE of the subject matter of the above-identified provisional application;

NOW, THEREFORE, this indenture witnesseth that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, the inventor, has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to ASSIGNEE, all of ASSIGNOR's right, title and interest in and to the above-referenced invention and application and any and all applications subsequently filed claiming the benefit of said application, divisions, continuations and continuations-in-part thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all extensions, reissues or certificates of reexamination of such Letters Patent, including all rights of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, to the end of the term or terms for which such Letters Patent are or may be granted, extended, reissued or reexamined as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States on the invention, or resulting from an application which claims the benefit of the present application, and from any and all divisions and continuations, extensions, reissues or reexaminations of any such application to ASSIGNEE, and hereby covenants that he has full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith.

PATENT REEL: 018598 FRAME: 0042

PATENT

Attorney Docket No.: 66515/06-690

Assignment Page 2 of 2

AND, ASSIGNOR further hereby covenants and agrees that he will, at any time, upon request and at the expense of ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the invention and application and any Letters Patent as may be granted therefor in ASSIGNEE, its successors, assigns, or other legal representatives, and that if ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any division or continuation application, or to secure an extension, reissue or reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all requisite acts for the filing of such division, continuing, or reissue application, request for reexamination or disclaimer, without further compensation.

AND, ASSIGNOR further agrees to communicate to ASSIGNEE, its successors, assigns, or other legal representatives, such facts relating to the invention disclosed in the present application or Letters Patent issuing therefrom as may be known, and to testify as to such facts in any interference or other litigation when requested to do so.

Executed by the undersigned on the date indicated.

382848v1

PATENT REEL: 018598 FRAME: 0043

RECORDED: 12/07/2006