

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
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)

Frank Transportation Technologies, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) December 4, 2006

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

2. Name and address of receiving party(ies)Name: Andrew A. Frank

Internal Address: _____

Street Address: 417 Mace Boulevard, J289City: DavisState: CACountry: United States Zip: 95618Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

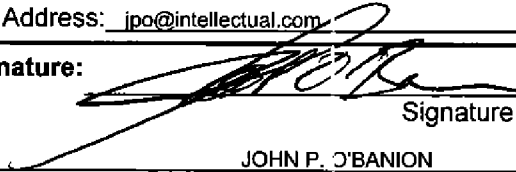
B. Patent No.(s)

5,842,534

6,116,363

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: John P. O'BanionInternal Address: O'Banion & Ritchey LLPStreet Address: 400 Capitol Mall, Suite 1550City: SacramentoState: CA Zip: 95814Phone Number: 916-498-1010Fax Number: 916-498-1074Email Address: jpo@intellectual.com**6. Total number of applications and patents involved: 2****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 07-1137Authorized User Name John P. O'Banion**9. Signature:**
SignatureDecember 20, 2006

Date

JOHN P. O'BANION
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents:

4

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

ASSIGNMENT OF PATENT RIGHTS

This assignment ("Assignment"), effective Dec 4, '06 ("Effective Date"), is by and between (1) Andrew A. Frank (referred to below as either "Frank" or "Assignee"), having an address at 417 Macer Blvd J289 Davis CA 95618, and (2) Frank Transportation Technologies, LLC (referred to below as either "FTT" or "Assignor"), incorporated under the laws of the State of California. This Assignment concerns U.S. Patent No. 5,842,534 (UC Case No. 1995-183) and U.S. Patent No. 6,116,363 (UC Case No. 1998-179), and related rights and obligations. U.S. Patent No. 5,842,534 and U.S. Patent No. 6,116,363 are referred to collectively below as "the Patents." Inventions disclosed and claimed in the Patents are referred to collectively below as "the Inventions."

Recitals

Whereas, FTT holds title to U.S. Patent No. 5,842,534 as a consequence of, and in accordance with the terms of, the following series of prior assignments: (a) May 31, 1995 assignment from Frank to University of California ("UC"); (b) July 21, 1997 assignment from UC to Frank; and (c) May 10, 1999 assignment from Frank to FTT;

Whereas, FTT holds title to U.S. Patent No. 6,116,363 (UC Case No. 1998-179) as a consequence of, and in accordance with the terms of, the following series of prior assignments: (a) May 12, 1998 assignment from Frank to UC; and (b) March 9, 2000 assignment from UC to FTT;

Whereas, to the best of FTT's and Frank's knowledge, there has been common ownership of title to the Patents at all times subsequent to the March 9, 2000 assignment of U.S. Patent No. 6,116,363 from UC to FTT referred to in the Recital above; and

Whereas, (a) Frank is the inventor of the Inventions; (b) Frank was an employee of UC when the Inventions were invented; and (c) inventors who are employees of UC when a given invention is invented are entitled, in accordance with the terms of UC's Patent Policy, to an inventor share of any proceeds resulting from licensing by UC of any patents or patent applications for such invention; and

Whereas, FTT is desirous of simultaneously assigning to Frank, and Frank is desirous of simultaneously receiving from FTT, title to, and all of FTT's rights and interest in, the Patents and Inventions.

Now, therefore, for good and valuable consideration received by FTT from Frank, the receipt and sufficiency of which is hereby acknowledged by FTT, FTT and Frank (referred to below, respectively, as "Assignor" and "Assignee"), agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee and the successors, assigns and legal representatives of the Assignee all of Assignor's right, title and interest, in the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the Patents and the Inventions, including without limitation all rights conveyed by Assignee to Assignor in the May 10, 1999 assignment of U.S. Patent No. 5,842,534 referred to in the first Recital above and all

rights conveyed by UC to Assignor in the March 9, 2000 assignment of U.S. Patent No. 6,116,363 referred to in the second Recital above, and any legal equivalent thereof in a foreign country, including the right to claim priority, and any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Patents and all rights under all International Conventions for the Protection of Industrial Property.

2. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been entered into by Assignor or by any other party which would conflict with the terms of this Assignment, or which at any time subsequent to March 9, 2000 would serve to separate the common ownership of the Patents.

3. Assignor hereby further covenants that, upon request by Assignee to Assignor, Assignor will (a) provide Assignee promptly with all pertinent facts and documents relating to the Patents, and legal equivalents thereof, and relating to the Inventions, as may be known and accessible to Assignor, (b) testify as to the same in any interference, litigation or other proceeding relating thereto, and (c) promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce the Patents, or reissues, reexaminations, extensions or other equivalents of the Patents.

4. Each of Assignor and Assignee hereby represents that it has the right, and is otherwise authorized, to enter into this Assignment.

Assignor and Assignee, having each read and understood the terms of this Assignment, and having each consulted or been given an opportunity to consult counsel of their respective choice concerning such terms, have expressed their binding agreement to the terms of this Assignment by signing below.

Frank Transportation Technologies, LLC

Andrew A. Frank

By Andrew A. Frank

Name ANDREW A. FRANK

Title CEO and co-owner

Date Dec 4, 2006

Andrew A. Frank
(Signature)

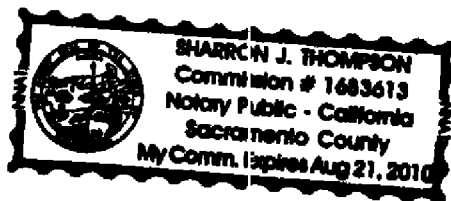
Date: Dec 4, 2006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Yolo } ss.On December 4, 2006 before me, Sharon J. Thompson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Andrew A. Frank
Name(s) of Signer(s)☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are
 subscribed to the within instrument and
 acknowledged to me that he/~~she~~/they executed
 the same in his/~~her~~/their authorized
 capacity(ies), and that by his/~~her~~/their
 signature(s) on the instrument the person(s); or
 the entity upon behalf of which the person(s)
 acted, executed the instrument.



WITNESS my hand and official seal.

Sharon J. Thompson
 Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
 fraudulent removal and reattachment of this form to another document.*

Description of Attached DocumentTitle or Type of Document: AssignmentDocument Date: 12/4/06Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here