

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)

Andrew A. Frank

Additional name(s) of conveying party(ies) attached? Yes No**2. Name and address of receiving party(ies)**Name: The Regents of the University of California

Internal Address: _____

Street Address: 1111 Franklin Street, 12th FloorCity: OaklandState: CACountry: United States Zip: 94607-5200Additional name(s) & address(es) attached? Yes No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) December 7, 2006

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

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No. (s)

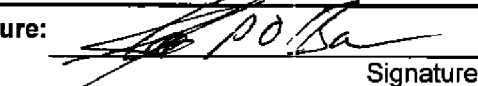
B. Patent No.(s)

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: ipo@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:**
Signature

December 29, 2006

Date

JOHN P. O'BANION
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents: 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 December 7, 2006 ("Effective Date"), is by and between (1) Andrew A. Frank (referred to below as either "Frank" or "Assignor"), having an address at 417 Mace Boulevard J289, Davis, California 95618, and (2) The Regents of the University of California (referred to below as either "UC" or "Assignee"), having an address at 1111 Franklin Street, 12th Floor, Oakland, California 94607-520, as represented by its Davis Campus having an address at 1850 Research Park Drive, Suite 100, Davis, California 95618. 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, Frank 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 UC; (b) July 21, 1997 assignment from UC to Frank; (c) May 10, 1999 assignment from Frank to Frank Transportation Technologies, LLC ("FTT"); and (d) December 4, 2006 assignment from FTT to Frank, which December 4, 2006 assignment was simultaneous with the December 4, 2006 assignment of U.S. Patent No. 6,116,363 from FTT to Frank referred to in the Recital below; and

Whereas, Frank 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; (b) March 9, 2000 assignment from UC to FTT; and (c) December 4, 2006 assignment from FTT to Frank, which December 4, 2006 assignment was simultaneous with the December 4, 2006 assignment of U.S. Patent No. 5,842,534 from FTT to Frank referred to in the Recital above; and

Whereas, UC understands from Frank that 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 that the only prior conveyance of title to either of the Patents subsequent to March 9, 2000 was the simultaneous December 4, 2006 conveyance of the Patents from FTT to Frank 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, Frank is desirous of simultaneously assigning to UC, and UC is desirous of simultaneously receiving from Frank, title to, and all of Frank's rights and interest in, the Patents and Inventions.

Now, therefore, for good and valuable consideration received by Frank from UC, the receipt and sufficiency of which is hereby acknowledged by Frank, Frank and UC (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 July 21, 1997 assignment of U.S. Patent No. 5,842,534 referred to in the first Recital above and all rights conveyed by Assignee to FTT 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 (a) the Patents are in full force and effect, and (b) the Patents are not the subject of actual or threatened litigation.

4. 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.

5. 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.

Andrew A. Frank

The Regents of the University of California

Andrew A. Frank
(Signature)

By David R. McGee

Name David R. McGee

Title Executive Director
Technology Transfer Services

Date: 12/7/06

Date 12/7/06

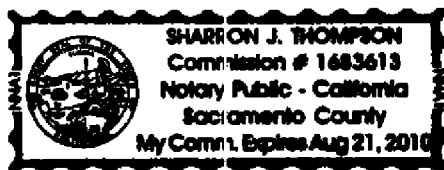
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Yolo } ss.

On December 7, 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 and David R. McGee,
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 Document

Title or Type of Document: Assignment

Document Date: 12/7/06 Number 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: _____

