PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Edward Roberts	01/04/2007
Ward Setzer	01/08/2007

RECEIVING PARTY DATA

Name:	The Talaria Company, LLC
Street Address:	One Little Harbor Landing
City:	Portsmouth
State/Country:	RHODE ISLAND
Postal Code:	02871

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29264065

CORRESPONDENCE DATA

Fax Number: (617)523-1231

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

Phone: 617-570-1582

gdewar@goodwinprocter.com Email:

Goodwin Procter LLP Attn: Patent Admin Correspondent Name:

Address Line 1: **Exchange Place**

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: TAL-001D

W. Gary Dewar NAME OF SUBMITTER:

Total Attachments: 3

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PATENT

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ASSIGNMENT

WHEREAS, We, Edward Roberts and Ward Setzer have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

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and ide	entified by
us on and abou	Attorney Docket No. TAL-001D, and/or executed by us on even date and/or executed by to be filed in the United States Patent Office;
\boxtimes	Serial No. 29/264,065 filed in the United States Patent Office on August 2, 2006; and

WHEREAS, The Talaria Company, LLC (hereinafter "ASSIGNEE"), a limited liability company organized and existing under the laws of the State of Delaware, and having a usual place of business at One Little Harbor Landing, Portsmouth, Rhode Island 02871, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

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AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

State of Poto County of Ne	de PSCAND upar)) ss	Inventor:	Award Robert	1. John
document, and wh to the best of his/h	to be the o swore or affirmed and be those the or affirmed and be the or	e person what to me that	hose name is si	gned on the preced	ary Public, personally cation, which was/wer ding or attached accurate
Signature of Notar	Cale Expires: 08/03			(Seal)	
			Inventor:		
				Ward Setzer	
State of)			
County of) ss			
appeared Ward Se document, and wh	tzer, proved to me t	hrough sat e person wl l to me that	isfactory evide hose name is si	nce of identification gned on the precedure.	
				(Seal)	
Signature of Notar	у			(~ 5.34)	
My Commission I	Expires:				

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Joint Assignment U.S. Serial No. 29/264,065 Page 2 of 2

RECORDED: 01/17/2007

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

		Inventor:	
			Edward Roberts
State of)		
County of) ss		
appeared Edward Roberts, pro-	ved to me through so to be the person who ffirmed to me that t	atisfactory evose name is s	e undersigned Notary Public, personally vidence of identification, which was/weigned on the preceding or attached of the document are truthful and accurate
Signature of Notary	-		(Seal)
Signature of Notary			
My Commission Expires:			
State of North Carolina County of Wake)) ss	Inventor:	Ward Setzer
PRIVAVES LIGURIUGE, to	o be the person who ffirmed to me that the	se name is si	e undersigned Notary Public, personally nce of identification, which was/were gned on the preceding or attached f the document are truthful and accurate
Sandy L. Wijes Signature of Notary	-		(Seal)
My Commission Expires:(_	-26-2008	A	SANDRA K. WISE NOTARY PUBLIC WAYE COUNTY N.C.
I IRA/1729216 1		167	WAKE COUNTY, N.C.

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