

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The estate of George Switlyk	04/10/2006
RECEIVING PARTY DATA	
Name:	Brynne-Webster, L.L.C.
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6496687
Application Number:	09333838
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Address Line 2:	Suite 800
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	6057-26400
NAME OF SUBMITTER:	B. Noel Kivlin
Total Attachments: 5 source=assgt to entity#page1.tif	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, The Estate of George Switlyk, having an address at 8 Amy Court, Lebanon, NJ 08833 ("*Assignor*"), does hereby sell, assign, transfer and convey unto Brynne-Webster, L.L.C., a Delaware limited liability company, having an office at 2711 Centerville Road, Suite 400, Willington, DE 19808 ("*Assignee*"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "*Patent Rights*"): (a) the provisional patent applications, patent applications and patents listed below, and (b) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (c) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (d) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b) and (c)[, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding]; (e) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b) and/or (d) to

- (i) damages,
- (ii) injunctive relief and
- (iii) other remedies of any kind

for past, current and future infringement; and

(f) all rights to collect royalties and other payments under or on account of any of the foregoing.

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
6,496,687	United States	July 15, 1999	COMPUTER-BASED RADIO SCANNER INTERNET SYSTEM George Switlyk
09/333,838	United States	June 15, 1999	COMPUTER-BASED RADIO SCANNER SYSTEM George Switlyk

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of

specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on 10 th day of April, 2006 at Flemington, New Jersey

ASSIGNOR

By: Marilyn G. Switlyk

Name: MARILYN G. SWITLYK

Title: EXECUTRIX OF THE ESTATE OF GEORGE SWITLYK

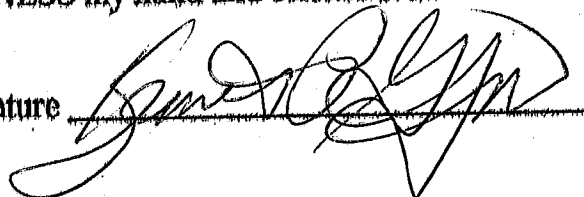
(Signature MUST be notarized)

STATE OF NEW JERSEY)
) ss.
COUNTY OF HUNTERDON)

On 10 April 2006, before me, Kenneth P. Glynn, Atty At Law of NJ
Notary Public in and for said State, personally appeared MARILYN G. SWITLYK,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to
me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

A handwritten signature in dark ink, appearing to read "Kenneth P. Glynn", written over a horizontal line.

(Seal)
KENNETH P. GLYNN
ATTORNEY AT LAW OF NEW JERSEY

STATE OF NEW JERSEY)

ss.

COUNTY OF HUNTERDON)

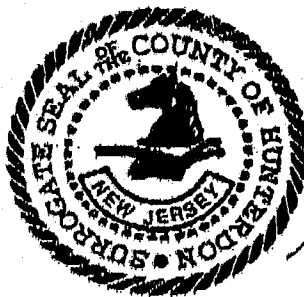
CERTIFIED AS TRUE COPY

KENNETH GLYNN
ATTORNEY AT LAW OF NEW JERSEY

I, Susan J. Hoffman, Surrogate of the County of Hunterdon, do hereby certify that the Last Will and Testament of **GEORGE SWITLYK**, deceased, late of the County of Hunterdon, executed in due form of law, was admitted to probate by the Surrogate of Hunterdon County, New Jersey, on the **24th** day of **February**, A.D. **2000**, and that Letters Testamentary thereupon were granted by me, as Surrogate to **Marilyn G. Switlyk** the Executrix named in and appointed by the said Will who is duly authorized and empowered to administer the estate of the said Testator agreeably with said Last Will and Testament.

I further certify that said Letters as appears from our records are still in full force and effect.

Witness my hand and seal of office
this 24th day of February, 2000.



Susan J. Hoffman, Surrogate

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