

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Roadtec, Inc.		12/31/2006
RECEIVING PARTY DATA		
Name:	RI Properties, Inc.	
Street Address:	700 W. 21st Street	
City:	Yankton	
State/Country:	SOUTH DAKOTA	
Postal Code:	57078	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7121763	
Patent Number:	7160056	
CORRESPONDENCE DATA		
Fax Number:	(423)508-1277	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423-757-0277	
Email:	dhill@cbslawfirm.com	
Correspondent Name:	David J. Hill	
Address Line 1:	Two Union Square	
Address Line 2:	1000 Tallan Building	
Address Line 4:	Chattanooga, TENNESSEE 37402	
ATTORNEY DOCKET NUMBER:	14711_13-0201	
NAME OF SUBMITTER:	David J. Hill	
Total Attachments: 2		
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PATENT ASSIGNMENT

This Assignment is made as of the 31st day of December, 2006, by Roadtec, Inc., a Tennessee corporation, having an office and principal place of business in Chattanooga, Tennessee ("Assignor").

WHEREAS, Assignor owns U.S. Patent No. 7,121,763 and U.S. Patent No. 7,160,056 ("the Patents"), as well as the inventions, discoveries and improvements described or disclosed therein; and

WHEREAS Assignor desires to transfer the Patents to a related company, RI Properties, Inc., a South Dakota corporation, having an office and principal place of business in Yankton, South Dakota ("Assignee"); and

WHEREAS, Assignee desires to acquire the Patents;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to any and all inventions, discoveries and improvements which are disclosed and claimed, and any and all inventions, discoveries and improvements which are disclosed but not claimed, in the Patents, and in and to the Patents and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said inventions, discoveries and improvements disclosed in the Patents, and in and to all original and reissue patents which have been or shall be issued by the United States or any other country on any of said inventions, discoveries and improvements.
2. This Assignment includes the right to file and prosecute any and all such applications and the right to sue and recover for any and all infringements, past, present or future, of the Patents, as fully and entirely as the same would have been held by Assignee had this Assignment not been made.
3. Assignor represents and warrants to Assignee that;
 - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee.
 - (b) Assignor has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
 - (c) Assignor is the owner of the Patents, and no other person or entity has any security interest or other right in the Patents.

- (d) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened against Assignor in any court or before any governmental agency which might have an adverse effect on either or both of the Patents.
 - (e) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Patents, or which has created or would create a lien thereon or would affect or interfere with Assignee's rights therein.
3. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.
4. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to either or both of the Patents, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity or enforceability of, title to, or infringement of the Patents.
5. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Patents, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Patents, and otherwise fully carrying out the terms of this Assignment.
6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

ROADTEC, INC.

By: _____



JEFF L. RICHMOND

Its: _____

PRESIDENT