

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mindfunnel, Inc.	12/29/2006
RECEIVING PARTY DATA	
Name:	H. & M. Masthead, Limited Liability Company
Street Address:	2711 Centerville Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6363324
Patent Number:	6738712
Application Number:	11415386
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	27592-00158
NAME OF SUBMITTER:	Jeffrey W. Gluck

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Total Attachments: 4
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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Mindfunnel, Inc., a Delaware corporation, with an office at 7935 – 170th Place NE, #208, Redmond, WA 98052-4431, (“*Assignor*”), does hereby sell, assign, transfer, and convey unto H. & M. Masthead, Limited Liability Company, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (“*Assignee*”), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “*Patent Rights*”):

(a) the provisional patent applications, patent applications and patents listed in the table below (the “*Patents*”);

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority; and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;¹

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all 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 or issuances of any type related to any item in any of the foregoing categories (a) through (f), 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;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

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

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named Inventor</u>
6,363,324	US	6/17/2000	Vehicle location system David M. Hildebrant
CA20002316615	CA	8/22/2000	Vehicle location system David M. Hildebrant
6,738,712	US	3/25/2002	Electronic location system David M. Hildebrant
11/415,386	US	5/01/2006	Electronic location system David M. Hildebrant

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 and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. 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 or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

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

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Wells Fargo Bank
Redmond office on 8502 160th Ave NE, Redmond WA, 98052.

ASSIGNOR:

Mindfunnel, Inc.

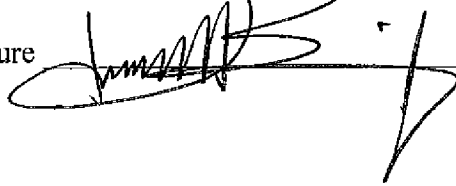
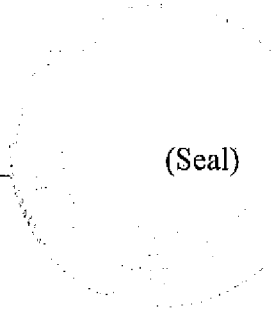
By: David M. Hildebrandt
Name: DAVID M. HILDEBRANDT
Title: PRESIDENT / CEO
(Signature MUST be notarized)

STATE OF WA)
) ss.
COUNTY OF King)

On 29th Dec 06, before me, David G. Barringford,
Notary Public in and for said State, personally appeared _____,
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 black ink, consisting of several loops and a long horizontal stroke extending to the right.

(Seal)