

04-18-2007



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To the Director of the U.S. Patent and Trademark Office, or the new address(es) below.

**1. Name of conveying party(ies)**

Charles F. Kaminski, Jr.

**2. Name and address of receiving party(ies)**Name: DataScout, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1125 South 103rd Street, Suite 550City: OmahaState: NECountry: USAZip: 68124Additional name(s) & address(es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) January 16, 2007☒ 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)

11/408,199

B. Patent No.(s)

11/784012

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Scott S. KokkaInternal Address: Kokka & Hsu, PCStreet Address: 1001 N. Rengstorff Ave., Suite 250City: Mountain ViewState: CaliforniaZip: 94043-1748Phone Number: (650) 428-0311Fax Number: (650) 428-0314Email Address: skokka@kokkahsu.com**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**a. Credit Card Last 4 Numbers 2863Expiration Date 08/2009

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

April 5, 2007

Date

Practitioner's Name, Reg. No. 51,893

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

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

04/09/2007 ATRINH 00000013 11/784012

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TECHNOLOGY AND  
PATENT ASSIGNMENT AGREEMENT

THIS TECHNOLOGY AND PATENT ASSIGNMENT AGREEMENT (the "Agreement"), effective this 16th day of January, 2007, is made by and between CHARLES F. KAMINSKI, JR., an individual (hereinafter "Assignor"), and DATASCOUT, INC., a Delaware corporation (hereinafter, "Assignee").

I. ASSIGNMENT

- a) Assignor is the sole and exclusive owner of all right, title and interest in and to (A) the technology described in detail on Exhibit A attached hereto (including without limitation, the pending U.S. Patent Application No. 11/408,199 filed on April 20, 2006

, as well as any and all divisions, continuations, continuations-in-part, reissues, renewals, extensions, reexaminations, foreign counterpart applications and issued patents which relate to or claim the priority of same, including the right to file any and all such applications and receive letters patent thereon worldwide, including without limitation, work done, independently or with other parties

(all of the foregoing, hereinafter collectively, the "Subject Patents"), and (B) all other technology and intellectual property rights throughout the world related thereto (collectively, with all of the items described in subsection (A) of this paragraph, the "Technology").

- b) Assignor hereby forever assigns, transfers and sets over to Assignee (or its designee) his entire right, title and interest in and to the Technology, including without limitation, the Subject Patents, the right to all proceeds therefrom (including, but not limited to, all licensing royalties and proceeds from infringement suits), and the right to sue for past, present or future infringement against any person or entity anywhere in the world. No license or other right to use is reserved in the Technology, including the Subject Patents, by Assignor hereunder.
- c) All patent applications filed in the United States and anywhere in the world for inventions that are included in the Technology, including the Subject Patents, shall at the election of Assignee, be prosecuted to issuance or final rejection by Assignee at its own cost and expense and in its sole judgment and discretion. Any taxes, annuities, working fees, maintenance fees, and/or renewal and extension charges with respect to the Technology, including the Subject Patents, shall hereafter be paid by Assignee.
- d) Assignor hereby agrees to cooperate with Assignee in providing all signatures, preparation, legalization and recordation of all documents, and obtaining of any third party or governmental approvals or filings which may be necessary in order to effect the assignment and transfer of ownership in and to the Technology, including the

Subject Patents; provided, however, that Assignee shall reimburse Assignor for all reasonable out-of-pocket expenses (including without limitation, reasonable attorneys' fees) incurred by or on behalf of Assignor in connection with the preparation, review, negotiation and delivery of such documents and/or Assignor's compliance with the terms of this Section 1(d).

- e) Assignor hereby agrees to provide Assignee with all records to support the date of invention of the Technology covered by the Subject Patents, including all records from its attorneys who assisted Assignor with filing of the Subject Patents. Assignor shall direct its counsel to deliver all such records to Assignee.
- f) Assignor hereby agrees that the definition of "Subject Patents" includes all improvements thereto, whether made before or subsequent to the date of this Agreement.

## 2. CONSIDERATION

- a) The parties agree that this Agreement is freely assignable and transferable by Assignor without any further compensation due or owing to Assignor or any other person or entity.
- b) Assignor acknowledges the receipt of valuable and sufficient consideration for his execution and performance under this Agreement, including

the investment of

funds in Assignee by the other shareholders of Assignee all in reliance hereon.

## 3. GENERAL PROVISIONS

- a) The parties agree that this Agreement shall be governed by the substantive laws of the State of Nebraska applicable to contracts entered into and fully performed in Nebraska. Any claim, controversy or dispute between the parties arising out of or with respect to this Agreement shall be brought in the appropriate state or federal courts located in Omaha, Nebraska, and the parties hereby consent to, and irrevocably waive any challenges based on, jurisdiction and venue in order to fully effectuate the foregoing.
- b) This Agreement between Assignor and Assignee constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter.
- c) Assignor represents and warrants to Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, right or other agreement affecting the rights and property herein conveyed has been made to others by

Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

- d) Assignor represents that Assignor has executed no agreements or undertakings with his prior employer or anyone relating to the development or ownership of any patents, inventions, intellectual property or other property including in any respect the Subject Patents or the Technology.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed in their respective names by their authorized representatives:

ASSIGNOR:

ASSIGNEE:  
DATASCOUT, Inc.

  
CHARLES F. KAMINSKI, JR.

By: \_\_\_\_\_  
Signature

Title: Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
BAIRD HOLM LAW FIRM, LAWYERS FOR ASSIGNOR

\_\_\_\_\_  
KUTAK ROCK LLP, LAWYERS FOR ASSIGNEE


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DATASCOUT, Inc.

By:   
Signature

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BAIRD HOLM LAW FIRM, LAWYERS FOR ASSIGNOR

KUTAK ROCK LLP, LAWYERS FOR ASSIGNEE