

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	04/26/2007

CONVEYING PARTY DATA

Name	Execution Date
Daniel Esbensen	04/26/2007

RECEIVING PARTY DATA

Name:	Touch Technologies, Inc.
Street Address:	10650 Scripps Ranch Blvd.
Internal Address:	Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92131

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7149765

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	500-000000US
NAME OF SUBMITTER:	Stephen J. LeBlanc, Esq.

Total Attachments: 2
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ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this day of April, 2007, Daniel Esbensen, residing in Blue Diamond, Nevada ("Assignor"), to ensure that the assignment made effective May 22, 2002, is completed, hereby sells, assigns, and transfers to Touch Technologies Inc., a California company ("Assignee"), the full extent of his right, title, and interest in and to any and all of the following (collectively, the "Rights"):

1. U.S. Patent 7,149,765 (the "Patent");
2. Application Serial No. 10/099,905, filed March 12, 2002 which issued as the Patent (the "Application");
3. All inventions claimed or described in any or all of the Patent or the Application (collectively, "the Inventions");
4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions, from the Application, or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application or the Patent ("Potential Patents");
5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Parent, the Application, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
7. The right to claim priority rights deriving from the Application;
8. All causes of action and remedies related to any or all of the Patent, the Inventions, the Application, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
9. Any and all other rights and interests arising out of, in connection with, or in relation to the Patent, the Inventions, the Application, Potential Patents, or Foreign Rights.

Assignor will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor request 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 Rights in the name of the Assignee, as the assignee to the entire interest therein.

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

By: 
Daniel Esbensen


NOTARIZATION

STATE OF Nebraska)
COUNTY OF Platte) ss.

On April 26, 2007, before me, Rita L. Pflasterer, Notary Public in and for said State, personally appeared Daniel Esbensen, 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 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: 

 GENERAL NOTARY State of Nebraska
RITA L. PFLASTERER
My Comm. Exp. 12/19/07