

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
T.O.P. Service fur Lingualtechnik GmbH	01/16/2006

RECEIVING PARTY DATA

Name:	Lingualcare, Inc.
Street Address:	5339 Alpha Road, Suite 150
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	10843897
Application Number:	10897149
Patent Number:	6776614

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

064477.000002

NAME OF SUBMITTER:

Denver S. Bisignano

Total Attachments: 4

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PATENT

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REEL: 019511 FRAME: 0497

CH \$120.00 10843897

U.S. ASSIGNMENT

THIS ASSIGNMENT is entered into by and between T.O.P. Service für Lingualtechnik GmbH, a German limited liability company, having a principal place of business at Lindenstraße 42, 49152 Bad Essen, Germany ("T.O.P. Service") and Lingualcare, Inc., a Texas corporation, having a principal place of business at 5304 Beltline Road, Dallas, Texas 75254, USA ("Lingualcare"), (collectively the "Parties").

WHEREAS, T.O.P. Service has an ownership interest in U.S. Patent No. 6,776,614, and two continuation applications of the '614 patent, namely U.S. Patent Application Serial No. 10/843,897 filed May 12, 2004 and U.S. Patent Application Serial No. 10/075,676 filed July 22, 2004 ("the U.S. Patent and U.S. Patent Applications") and for which chain of title for the U.S. Patent and Patent applications is attached hereto at Exhibit I; and

WHEREAS, Lingualcare is desirous of acquiring the entire right, title and interest of T.O.P. Service in and to the U.S. Patent and Patent Applications and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and legally sufficient consideration, the receipt of which is hereby acknowledged, T.O.P. Services has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Lingualcare, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned U.S. Patent and Patent Applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the U.S. Patent and Patent Applications, and any and all Letters Patent in the United States which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights for past infringement related to the U.S. Patent and Patent Applications, including all rights to collect and receive damages, the same to be held and enjoyed by Lingualcare, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by T.O.P. Services, had this sale and assignment not been made.

AND for the same consideration, T.O.P. Services hereby represents and warrants to Lingualcare, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Lingualcare under law or that have already been transferred to Lingualcare, T.O.P. Services is the sole and lawful owner of the entire right, title and interest in and to the above-mentioned U.S. Patent and Patent Applications, and that the same are unencumbered and that T.O.P. Services has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, T.O.P. Services hereby does covenant and agree to and with Lingualcare, its successors, legal representatives and assigns, that T.O.P. Services will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the U.S. Patent and Patent Applications, whenever counsel of Lingualcare, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said U.S. Patent and Patent Applications, or any proceeding in connection with U.S. Patent and Patent Applications, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent from the U.S. Patent and Patent Applications, to be obtained thereon, is lawful and desirable.

AND T.O.P. Services hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent related to the U.S. Patent and Patent Applications to Lingualcare, for the sole use and benefit of Lingualcare, its successors, legal representatives and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, I have hereunto set my hand and seal hereto.

T.O.P. Service für Lingualtechnik GmbH

Date: 16. Jan 2006

Signature: _____

Dirk Wiechmann, Manager

Date: 16. 01. 2006

Witnessed By: (Signature): _____

Name: _____

Address: _____

Birgit Pügel
Birgit Pügel
49163 Bohmte

Date: 16 Jan 2006

Witnessed By: (Signature): _____

Name: _____

Address: _____

Lee E Nesbit
Fort Hunters Ridge
Dallas, TX 75248

EXHIBIT I

Reel/Frame: 012773/0160 recorded 02/13-2002 assignment from Dirk Wiechmann and Ralf Paehl to T.O.P. Service for U.S. Pat. No. 6,776,614

Reel/Frame: 012773/0168 recorded 02/13/2002 assignment from Rudger Rubbert and Thomas Weise to T.O.P. Service for U.S. Pat. No. 6,776,614

Reel/Frame: 013725/0048 recorded 02/03/2003 Supplemental Technology and Patent License Agreement between T.O.P Service and Lingualcare

Reel/Frame: 015619/0855 recorded 07/22/2004 duplicate recordation of Supplemental Technology and Patent License Agreement

Reel/Frame: 015619/0837 recorded 05/13/2002 assignment from Rudger Rubbert and Thomas Weise to T.O.P. Service for U.S. Application 10/843,897 a continuation of U.S. Pat. No. 6,776,614

Reel/Frame: 016015/0907 recorded 11/26/2004 Supplemental Technology and Patent License Agreement between T.O.P Service and Lingualcare for U.S. Application No. 10/843,897

Reel/Frame: 015619/0837 recorded 02/13/2002 assignment from Rudger and Thomas Weise to T.O.P. Service for U.S. Application 10/897,149 a continuation of U.S. Pat. No. 6,776,614