

07-09-2007

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103424361

To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Keecorp, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6/23/06

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: Trace Erase LLC

Internal Address:

Street Address: 3606 Oak Villa Dr.

City: Temple

State: TX

Country: USA Zip: 76502

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

4968258

5599189

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jill K. Frankel

Internal Address:

Street Address: 2010 Birdcreek Dr. Ste. 101

City: Temple

State: TX Zip: 76505

Phone Number: (254)-771-1855

Fax Number: (254)-771-2082

Email Address: jkfrankel@aol.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- ☐ 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  
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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

PATENT  
REEL: 019529 FRAME: 0508

# PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "**Assignment**") made as of June 23, 2006 is between TRACE ERASE, LLC, a Texas Limited Liability Company ("**Purchaser**"), and KEECORP, INC., a Texas Corporation ("**Seller**").

**WHEREAS**, Seller and Purchaser have entered into an Asset Purchase Agreement dated June 23, 2006 (the "**Purchase Agreement**") providing, among other things, for the sale by Seller and the purchase by Purchaser of the Intangible and Equipment (as defined in the Purchase Agreement); and

**WHEREAS**, the Seller, pursuant to the terms and conditions of the Purchase Agreement, desires to assign to the Purchaser all of the Seller's right, title and interest in, to and under the patents and patent applications identified on **Schedule A** attached hereto (the "**Patents**"), and the Purchaser desires to accept such assignment.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and the Purchaser hereby agree as follows:

1. **Assignment.** The Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser all of the Seller's right, title and interest in, to and under the Patents in the United States and all jurisdictions outside the United States, including the right to apply for letters patent in any and all such jurisdictions based on said Patents, and including all divisionals, renewals, substitutes, continuations, continuations-in-part, reexaminations, reissues, extensions, and convention applications or patents based upon such Patents, and any and all letters patent that may issue thereon, in any and all such jurisdictions, to the full end of the term or terms for which said letters patent may be issued, and every priority right that be predicated upon the foregoing, the same to be held and enjoyed by the Purchaser for its own use and benefit and for the use and benefit of its successors and assigns to be used as fully and entirely as said rights would have been held and enjoyed by the Seller if this assignment had not been made.

2. **Authorization.** The Seller hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Patents to the Purchaser as the Purchaser of the Seller's entire right, title and interest in, to and under the Patents, and to issue to the Purchaser all letters patent and other items referred to above which may issue with respect to the Patents, in accordance with this Assignment.

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed by its proper officer thereunto duly authorized as of the date first above written.

**SELLER:**

KEECORP, INC.

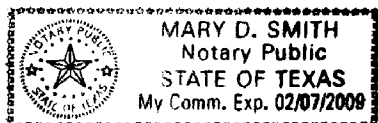
By: Max O. Kees  
MAX O. KEES, President

STATE OF TEXAS }  
 } ss:  
COUNTY OF MCLENNAN }

Before me, the undersigned, a Notary Public of the State of Texas, personally appeared MAX O. KEES, having been sworn by me according to law did depose and say he was the President of KEECORP, INC. (the "Seller") and did acknowledge the execution of the foregoing Patent Assignment on behalf of said Seller.

WITNESS my hand and notarial seal this 2nd day of October, 2006.

Mary D. Smith  
Notary Public, State of Texas



**PURCHASER:**

TRACE ERASE, LLC.

By: William A. Jones, III  
WILLIAM A. JONES, III, President

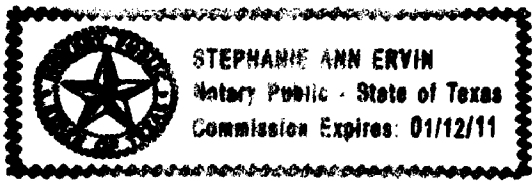
STATE OF TEXAS }  
 } ss:  
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of Texas, personally appeared WILLIAM A. JONES, III, having been sworn by me according to law did depose and say he was the President of TRACE ERASE, LLC. (the "Purchaser") and did acknowledge the execution of the foregoing Patent Assignment on behalf of said Purchaser.

{00289060.DOC /}

WITNESS my hand and notarial seal this 20<sup>th</sup> day of June, 2008.

Stephanie Ann Ervin  
Notary Public, State of Texas



**Schedule A**

<b>Patent #</b>	<b>Title</b>
4,968,258	Reusable Learning A-D
5,599,189	Reusable Learning A-D