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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

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)

HEISTERMANN, FRITZ

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

3. Nature of conveyance/Execution Date(s):Execution Date(s) 08/08/2007

- ☒ 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: DigitalGrid, Inc.

Internal Address: _____

Street Address: 8307 Six Forks RoadSuite 107City: RaleighState: NCCountry: USA Zip: 27615

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/811,891

☐ This document is being filed together with a new application.
 B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:Name: The Eclipse Group LLP

Internal Address: _____

Street Address: 10605 Balboa Blvd., Suite 300City: Granada HillsState: CA Zip: 91344Phone Number: 919-313-6162Fax Number: 919-313-6170Email Address: kef@eclipsegrp.com**6. Total number of applications and patents involved:** One**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 0440
 Expiration Date 05/08

b. Deposit Account Number 50-2542Authorized User Name The Eclipse Group**9. Signature:**


Signature

Kevin E. Flynn

Name of Person Signing

August 24, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 11811891

Application No.: 11/811,891

Docket No.: DC06001USU

ASSIGNMENT OF RIGHTS

WHEREAS, Fritz Heistermann (hereinafter ASSIGNOR) an individual residing at 170 Village Lane, Hauppauge, NY 11788, United States of America, is an inventor of the one or more new and useful improvements described in a United States Patent Application with United States Patent Application Serial Number 11/811,891 filed on or about June 12, 2007 with the title:

SIGNAL DECODING METHOD AND APPARATUS WITH DYNAMIC NOISE THRESHOLD

WHEREAS, Digital Grid, Inc., having a principal place of business at 8307 Six Forks Road, Suite 107, Raleigh, NC 27615, United States of America (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) is desirous of transferring and memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for consideration received by ASSIGNOR through ASSIGNOR's employment with ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, and to all ASSIGNOR's copyrights in the above-identified application(s), including:

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent application(s), including links such as: one or more provisional applications which include the subject matter in the application(s) identified above, one or more non-provisional applications which include subject matter in the application(s) identified above including applications which do not claim priority to the application(s) identified above, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

and the right of to claim priority to one or more of the application(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademarks Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Application No.: 11/811,891

Docket No.: DC06001USU

ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of the ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

8-8-07

Date

Fritz Heistermann

Fritz Heistermann

State of

New York

County of

Suffolk

) ss:

On this 8 day of August, 2007, before the undersigned, a Notary Public for the State aforesaid, personally appeared Fritz Heistermann, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Elizabeth M. Hall

, Notary Public

My Commission Expires on

2-17-10

ELIZABETH M. HALL
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01HA6002910
My Commission Expires Feb. 17, 2010