

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Arthur T. Sempliner	10/11/2007
Berkeley T. Merchant	10/10/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Upsite Technologies, Inc.
<b>Street Address:</b>	2904 Rodeo Park Drive East
<b>Internal Address:</b>	Building 150
<b>City:</b>	Santa Fe
<b>State/Country:</b>	NEW MEXICO
<b>Postal Code:</b>	87505
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29296121
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(646)424-0880
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	646-424-0770
<b>Email:</b>	gdc@scgb-law.com
<b>Correspondent Name:</b>	Fritz L. Schweitzer III
<b>Address Line 1:</b>	292 Madison Avenue
<b>Address Line 2:</b>	19th Floor (1602-016D/FS3)
<b>Address Line 4:</b>	New York, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	1602-016D/FS3
<b>NAME OF SUBMITTER:</b>	Fritz L. Schweitzer III

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Total Attachments: 2  
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ASSIGNMENT

WHEREAS, **Arthur T. Sempliner**, (hereinafter referred to as "ASSIGNOR") has made an invention in

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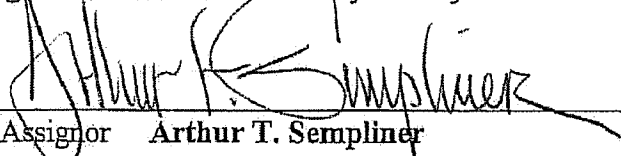
and has executed a Design Letters Patent of the United States covering said invention of even date herewith; and

WHEREAS, **Upsite Technologies, Inc.**, a corporation of the State of Delaware, having a place of business at 2904 Rodeo Park Drive East, Building 150, Santa Fe, NM 87505 (hereinafter called ASSIGNEE) is desirous of obtaining the entire right, title, and interest in, to and under said invention and said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the ASSIGNOR does hereby sell and assign to the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest, world wide, in and to said invention, and said application together with all divisions, renewals, and continuations, thereof and, if said application is a provisional application, all non-provisional applications claiming priority thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, together with any and all rights of priority relating to said invention, said applications and said Patents; and all rights to apply for and obtain patents in foreign countries, and the ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and of any other country in which applications are filed, to issue all patents for said invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The ASSIGNOR has the full right to convey the entire interest herein assigned, and has not made, and will not make, any agreement in conflict herewith.

At the request and expense of the ASSIGNEE, the ASSIGNOR further agrees to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting said invention, and to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuing and reissue applications, to make all declarations and to generally do everything possible to assist the ASSIGNEE, its successors, legal representatives and assigns, to obtain and to enforce patent rights for said invention in any country.

  
Assignor **Arthur T. Sempliner**

11 Oct 07  
Date

ASSIGNMENT

WHEREAS, **Berkeley T. Merchant**, (hereinafter referred to as "ASSIGNOR") has made an invention in

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and has executed a Design Letters Patent of the United States covering said invention of even date herewith; and

WHEREAS, **Upsite Technologies, Inc.**, a corporation of the State of Delaware, having a place of business at 2904 Rodeo Park Drive East, Building 150, Santa Fe, NM 87505 (hereinafter called ASSIGNEE) is desirous of obtaining the entire right, title, and interest in, to and under said invention and said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the ASSIGNOR does hereby sell and assign to the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest, world wide, in and to said invention, and said application together with all divisions, renewals, and continuations, thereof and, if said application is a provisional application, all non-provisional applications claiming priority thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, together with any and all rights of priority relating to said invention, said applications and said Patents; and all rights to apply for and obtain patents in foreign countries, and the ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and of any other country in which applications are filed, to issue all patents for said invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The ASSIGNOR has the full right to convey the entire interest herein assigned, and has not made, and will not make, any agreement in conflict herewith.

At the request and expense of the ASSIGNEE, the ASSIGNOR further agrees to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting said invention, and to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuing and reissue applications, to make all declarations and to generally do everything possible to assist the ASSIGNEE, its successors, legal representatives and assigns, to obtain and to enforce patent rights for said invention in any country.

  
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Assignor **Berkeley T. Merchant**

10 October 2007  
Date