

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Merritt Applications, Inc.	11/08/2007
RECEIVING PARTY DATA	
Name:	Interactive Driving Systems, Inc.
Street Address:	Three Shadow Lane
City:	Cape May Court House
State/Country:	NEW JERSEY
Postal Code:	08210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6714894
CORRESPONDENCE DATA	
Fax Number:	(973)491-3555
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-491-3600
Email:	ndubois@seidenwayne.com
Correspondent Name:	Seiden Wayne LLC
Address Line 1:	Two Penn Plaza East 10th Floor
Address Line 2:	SNU
Address Line 4:	Newark, NEW JERSEY 07105-2249
ATTORNEY DOCKET NUMBER:	08336-0003
NAME OF SUBMITTER:	Nicholas J. DuBois

Total Attachments: 5  
 source=IDS Patent Assignment from Merritt 11-08-07#page1.tif  
 source=IDS Patent Assignment from Merritt 11-08-07#page2.tif  
 source=IDS Patent Assignment from Merritt 11-08-07#page3.tif  
 source=IDS Patent Assignment from Merritt 11-08-07#page4.tif

CH \$40.00 6714894



### RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)  
Merritt Applications, Inc.  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Interactive Driving Systems, Inc.  
Internal Address: \_\_\_\_\_

3. Nature of conveyance/Execution Date(s):  
Execution Date(s) October  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 8424, Confirmatory License  
 Other \_\_\_\_\_

Street Address: Three Shadow Lane  
City: Cape May Court House  
State: New Jersey  
Country: USA Zip: 08210  
Additional name(s) & address(es) attached?  Yes  No

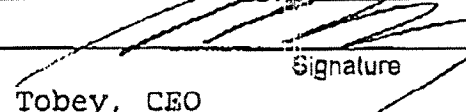
4. Application or patent number(s):  This document is being filed together with a new application.  
A. Patent Application No.(s)  
B. Patent No.(s)  
Additional numbers attached?  Yes  No

B. Patent No.(s)  
6,714,894

5. Name and address to whom correspondence concerning document should be mailed:  
Name: Stanley U. North, III, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: Seiden Wayne LLC  
Two Penn Plaza-East, Suite 1000  
City: Newark  
State: New Jersey Zip: 07105  
Phone Number: (973) 491-3397  
Fax Number: (973) 491-3555  
Email Address: snorth@seidenwayne.com

6. Total number of applications and patents involved: One (1)  
7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_  
 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:   
Peter W. Tobey, CEO  
Name of Person Signing

Date: 11/8/07  
Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (877) 373-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1450

## ASSIGNMENT OF PATENTS

This Assignment of Patents is made this 13<sup>th</sup> day of November, 2007, by Merritt Applications Inc., a Pennsylvania corporation, having a principal place of business at 507A Franklin Terrace, Wyckoff, New Jersey 07481 ("Assignor") and Interactive Driving Systems, Inc., a New Jersey corporation having an address at Three Shadow Lane, Cape May Court House, New Jersey 08210 ("Assignee"). Capitalized terms used herein and not otherwise defined in this Assignment of Patents shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor is the owner of and has used in the Business the inventions in and to the letters patents granted or to be granted, if any, and any reissue(s) thereof, identified in the Acquired Asset Purchase Agreement by and among Assignor as seller, Assignee as purchaser and Peter W. Tobey, one of the inventors and a shareholder of Assignor dated the date hereof (the "Purchase Agreement") and listed on Schedule A attached hereto and made a part hereof (the "Patents"); and

**WHEREAS**, the Assignee is purchasing the Patents from Assignor pursuant to the Purchase Agreement,

**NOW, THEREFORE**, in consideration of and exchange for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Patents to be held and enjoyed by Assignee for its own use and enjoyment, and for its successors, assigns, or other legal representatives, to the full end of the term or terms for which the Patents have been granted or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with (a) all income, royalties, and payments now or hereafter due or payable in respect thereto, and (b) all claims for damages and causes of action by reason of past, present or future infringement of the Patents, with the right to sue for and collect the same for its own use, and for the use of its successors, assigns or other legal representatives.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Patents hereby granted, conveyed, transferred, assigned and delivered or intended so to be. Assignor further agrees to execute all papers and to perform such other acts as Assignee may deem necessary to secure to it the rights hereby assigned.

[Signatures appear on next page]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patents to be executed by its duly authorized officer on the date first above written.

**ASSIGNOR:**

Merritt Applications Inc.  
a Pennsylvania corporation

By: 

Name: Peter W. Tobey

Title: President

**ASSIGNEE:**

Interactive Driving Systems Inc.,  
a New Jersey corporation

By: \_\_\_\_\_

Name: Edmund S. Dubois

Title: President

**IN WITNESS WHEREOF**, Assignor has caused this Assignment of Patents to be executed by its duly authorized officer on the date first above written.

**ASSIGNOR:**

Merritt Applications Inc.,  
a Pennsylvania corporation

By: \_\_\_\_\_

Name: Peter W. Tobey

Title: President

**ASSIGNEE:**

Interactive Driving Systems Inc.,  
a New Jersey corporation

By:  \_\_\_\_\_

Name: Edmund S. Dubens

Title: President

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of November, 2007, personally came before me **Peter W. Tobey**, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of Merritt Applications Inc., a Pennsylvania corporation; and

(b) This document was signed and delivered by Merritt Applications Inc., a Pennsylvania corporation, as its voluntary act and deed by virtue of authority from its directors.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF Cape May )

On this 9th day of November, 2007, personally came before me **Edmund S. Dubens**, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of Interactive Driving Systems Inc., a New Jersey corporation; and

(b) This document was signed and delivered by Interactive Driving Systems Inc., a New Jersey corporation, as its voluntary act and deed by virtue of authority from its directors.

Patricia L. Collins  
Notary Public

Patricia L. Collins  
Notary Public of New Jersey  
My Commission Expires April 20, 2009