# **-OP \$40.00 6862**

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Kevin Michael Brooks COOK	10/25/2007

### **RECEIVING PARTY DATA**

Name:	KMB SOLUTIONS CO., LLC	
Street Address:	2711 Centerville Rd Suite 400	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19808	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6862344

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	4445.1390000 / MDS
NAME OF SUBMITTER:	Michael D. Specht

**Total Attachments: 3** 

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PATENT REEL: 020261 FRAME: 0713

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### ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Kevin Michael Brooks Cook, an individual residing at 383 South Locust Ave., Pleasant Grove, UT 84062, ("Assignor"), does hereby sell, assign, transfer, and convey unto KMB Solutions Co., LLC, a Delaware limited liability company, having an address at 2711 Centerville Rd, Suite 400, Wilmington, DE 19808 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the patent listed in the table below (the "*Patent*");
- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (e) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for
  - (i) damages,
  - (ii) injunctive relief, and
  - (iii) any other remedies of any kind

for past, current, and future infringement; and

(g) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (a) through (e).

			<u>Title of Patent and First</u>
Pat ent or Application No.	<b>Country</b>	Filing Date	Named Inventor
6,862,344	US	1/3/2003	Keypad browser
			Kevin Michael Brooks Cook

PATENT REEL: 020261 FRAME: 0714 Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into the Letter Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

		WHEREOF th	is Assignment of Patent Rights is executed at PURSANT GOV Fon
10/2	5/2007		_•

ASSIGNOR:

(Kevin Michael Brooks Cook, Signature MUST be notarized)

1-M.D.

STATE OF <u>UTAH</u> ) ) ss.  COUNTY OF <u>UTAH</u> )	
COUNTY OF UTAH )	
On 10/25/07, before me, Ger for said State, personally appeared Kevin Cook on the basis of satisfactory evidence) to be the person wacknowledged to me that he/she executed the same in his signature on the instrument the person, or the entity upon instrument.	hose name is subscribed to the within instrument and s/her authorized capacity, and that by his/her
WITNESS my hand and official seal. Signature	GERALD NAUMANN  Notary Public  al) State of Utah  My Comm. Expires Jun 28, 2010  105 E State Rd Pleasant Grove UT 84062

**RECORDED: 12/19/2007** 

PATENT REEL: 020261 FRAME: 0716