

01/16/2008

BOX ASSIGNMENTS

01-25-2008

NOT USE FOR TRADEMARKS

RECORD
PATENT AP

103477565

JF.

TO THE DIRECTOR OF THE U.S. PATENT AND
SIR: PLEASE RECORD THE ATTACHED ORIGI

1. NAME OF CONVEYING PARTY(IES) (ASSIGNOR(S)):

John W. Peel, Tell A. Gates and
Thomas R. Topping

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED?

☐

YES

☒

NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Celestech, Inc.

ADDRESS: P.O. Box 222352, Chantilly, VA 20153-2352

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED?

☐

YES

☒

NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation – multiple copies of same Assignment signed by different inventors is one document.)☒

ASSIGNMENT OF:

☒

WHOLE

☐

PART INTEREST

EXEC. DATE: February 18, 2004,
February 19, 2004 & April 12,
2006☐

CHANGE OF NAME

☐

VERIFIED TRANSLATION

☐

SECURITY

☐

MERGER

☐

OTHER:

4. EXECUTION DATES(S) ON THE DECLARATION IF FILED HEREWITH: February 19, 2004

(NOTE: IF DATES ↑↓ DIFFER, SEE ATTORNEY!!)

4.5 APPL. OR PATENT NUMBER(S) – OTHERS ON ADD'L SHEET(S) ATTACHED?

☐

YES

☒

NO

A. PAT. APP. NO.(S) series code/serial no.	MATTER #	1ST INVENTOR if not in item 1	B. PATENT NO(S)	MATTER #	1ST INVENTOR if not in item 1
Unknown	59-652	PEEL			

5. Name & Address of Party to Whom Correspondence
Concerning Document Should be Mailed:MANELLI DENISON & SELTER PLLC
2000 M Street, NW Suite 700
Washington, DC 20036

6. NUMBER INVOLVED:

APPLNS 1 + PATS = TOTAL 1

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL X \$40 = \$40

5.5 ATTORNEY DOCKET:

8. IF ABOVE FEE IS MISSING OR INADEQUATE, CHARGE
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 50-0687

59-652		UNDER ORDER NO:	59-652
MATTER NO.	CLIENT REFERENCE	duplicate sheet not required	CLIENT/MATTER

9. STATEMENT AND SIGNATURE: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Attorney: Dan Fiul

Reg. No. 46,504

10. Total number of pages including this
cover sheet, attachments and document
(do not file duplicate cover sheet)

7

TEL. (202) 261-1054

DATE: January 16, 2008
FAX: (202) 887-0336

FILE WITH PTO RETURN RECEIPT

ASSIGNMENT AND AGREEMENT

For value received, we, **John W. Peel**, of **542 Logan Street**, in the County of **Frederick** and State of **Maryland**, **Tell A. Gates**, of **521 Anne Street**, in the County of **Fairfax** and State of **Virginia**, and **Thomas R. Topping** of **920 E. Mountain Sage Drive**, in the County of **Maricopa** and State of **Arizona** hereby sell, assign and transfer to **Global Statistics, Inc.**, a corporation of the State of **Delaware**, having an office at **4130 Pepsi Place, Chantilly, Virginia, 20151, U.S.A.**, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **CONTAINER TRACKING SYSTEM** described in an application for Letters Patent of the United States, executed by us on even date herewith, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to **Global Statistics, Inc.** the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize **Global Statistics, Inc.** to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of **Global Statistics, Inc.** to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to **Global Statistics, Inc.** in the United States and in all countries foreign to the United States, or to such nominees as **Global Statistics, Inc.** may designate.

We agree that, when requested, we shall, without charge to Global Statistics, Inc. but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

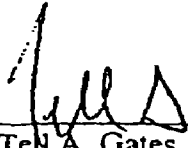
John W. Peel
John W. Peel

Date: 2/17/01

United States of America)
State of Ma) ss.:
County of Essex)

On this 18th day of February, 192004, before me personally came John W. Peel, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public [Signature] 9/20/07


Telli A. Gates

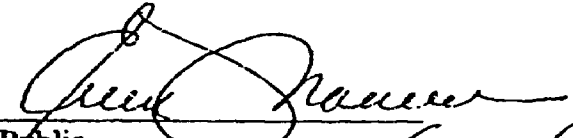
Date: 2/19/04

United States of America)

State of Va.) ss.:

County of Chesapeake)

On this 19th day of February, 192004, before me personally came Telli A. Gates, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public
My Commission Exp. 9/30/2007

Thomas R. Topping
 Thomas R. Topping

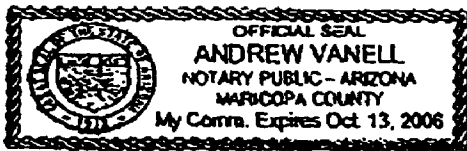
Date: 2/19/2004

United States of America)

State of Arizona) ss.:

County of Maricopa)

On this 19th day of February, 2004, before me personally came Thomas R. Topping, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



[Signature]
 Notary Public

PATENT ASSIGNMENT

This Patent Assignment is delivered pursuant to a purchase agreement dated as of April 11, 2006, between Global Statistics, Inc., as the "Seller", and Celestech Inc., as the "Purchaser".

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate governmental agency to indicate ownership of Patent Application 10/781,799 and for the other purposes set forth in this instrument.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) Patent Application 10/781,799 and patents derived from Patent Application 10/781,799;
and

(b) the following properties and rights with respect to Patent Application 10/781,799 and patents derived from Patent Application 10/781,799:

(1) the inventions claimed or described in the patents or applications,

(2) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on Patent Application 10/781,799,

(3) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the foregoing patent,

(4) all income, royalties, damages, and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent, and

(5) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.

The foregoing rights in and under the patents shall apply to the full end of their terms as fully as the Seller would have held the same in the absence of this assignment. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Seller to (a) receive all rights and benefits pertaining to the patents described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the patents and rights described above. This Patent Assignment is irrevocable and effective upon the Seller's signature to

and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument benefits and binds the parties to and their respective successors and assignees.

The undersigned has signed this Patent Assignment on April 12, 2006.

Global Statistics, Inc.:

By: 

Name: John W. Peel, III

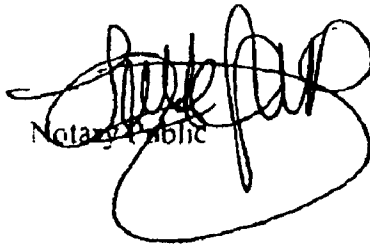
Title: President and CEO

STATE OF VIRGINIA

COUNTY OF FAIRFAX

On 4/12/06 before me, Louder & Chao (the undersigned notary), personally appeared John Peel personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

[seal]

PATENT

RECORDED: 01/16/2008

REEL: 020415 FRAME: 0046