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02-25-2008



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

103484441 **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): | 2. Name and address of receiving party(ies) |
| Larry D. Frederick (01/25/2008) and Paul L. Hammond (01/25/2008) | Name: Frederick Mining Controls LLC |
| Additional name(s) of conveying party(ies) attached? Yes X No | Internal Address: Street Address: |
| 3. Nature of conveyance/Execution Date(s): | |
| Execution Date(s): in parentheses after inventor name X Assignment Merger Change of Name Security Agreement Joint Research Agreement | 1769B Jeff Road City: Huntsville |
| Government Interest Assignment | |
| | State: Alabama |
| Executive Order 9424, Confirmatory License | Country: United States of America Zip: 35814 |
| Other | Additional name(s) & address(es) Yes X No attached? |
| A. Patent Application No.(s) 11/984,824 | his document is being filed together with a new application. B. Patent No.(s) |
| Additional numbers attached? | Yes X No |
| i. Name and address to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: |
| Name: Donald A. Gregory DICKSTEIN SHAPIRO LLP | 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 |
| Internal Address: Atty. Dkt.: F8700.0000/P037 | X Authorized to be charged by credit card |
| Street Address: 1825 Eye Street, NW | Authorized to be charged to deposit account |
| | Enclosed |
| | None required (government interest not affecting title) |
| City: Washington | 8. Payment Information |
| State: DC Zip: 20006-5403 | a. Credit Card Last 4 Numbers 1002 |
| Phone Number: (202) 420-2274 | Expiration Date01/11 |
| Fax Number: (202) 420-2201 | b. Deposit Account Number |
| Email Address: GregoryD@dicksteinshapiro.com | Authorized User Name |
| Signature: | February 19, 2008 |
| Donald A. Gregory - 28,954 / Peter A. Veytsman - | - 45,920 Total number of pages including cover sheet, attachments, and documents: 6 |
| Name of Person Signing | U11004 SIND 1101 |

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PATENT REEL: 020568 FRAME: 0893

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Larry D. Frederick and Paul L. Hammond (hereinafter referred to as Assignors), residing at 380 Dupree Drive, Huntsville, Alabama, 35806, and 580 Jeff Road, Huntsville, Alabama, 35806, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in INTERACTIVE MAGNETIC MARKER FIELD FOR SAFETY SYSTEMS AND COMPLEX PROXIMITY WARNING SYSTEM, set forth in a Patent application for Letters Patent of the United States, which was filed on November 21, 2007, with the U.S. Patent and Trademark Office, and has been assigned application no. 11/984,824; and

WHEREAS, Frederick Mining Controls LLC, a corporation organized under and pursuant to the laws of Alabama having a place of business at 1769B Jeff Road, Huntsville, Alabama 35814 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to inventions in said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and

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all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent abovementioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any

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reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is

lawful and desirable.

AND Assignors hereby request the Commissioner for Patents to issue said

Letters Patent of the United States to Assignee, as Assignee of said inventions and the

Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its

successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert

on this Assignment any further identification which may be necessary or desirable in

order to comply with the rules of the United States Patent and Trademark Office for

recordation of this document:

DICKSTEIN SHAPIRO LLP

All practitioners at Customer Number 24998.

AND Assignors acknowledge an obligation of assignment of this invention

to Assignee at the time the invention was made.

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PATENT REEL: 020568 FRAME: 0896

| Larry D. Frederick |
|--|
| Date: January 25,2008 |
| United States of America) |
| State of Quality) ss.: |
| County of Madison |
| On this 25 day of Junuary, 2008, before the |
| personally came Larry D. Frederick to me known to be the |
| described in and who executed the foregoing instrument, and acknowledged at 2 15 15 15 |
| of the same. |
| Elzaboth Howard |
| Notary Public |

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PATENT REEL: 020568 FRAME: 0897 Paul L. Hammond

United States of America
State of Wadson ss.:

County of Madson

On this 25 day of January 2008

before me

personally came <u>Paul L. Hammond</u>, to me known to be the described in and who executed the foregoing instrument, and acknowledged of the same.

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PATENT REEL: 020568 FRAME: 0898

RECORDED: 02/19/2008