

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dennis A. Zimmerman	07/31/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Comsonics, Inc.
<b>Street Address:</b>	1350 Port Republic Road
<b>City:</b>	Harrisonburg
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22801
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12183638
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	00090042AA
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<b>Total Attachments: 3</b> source=00090042AA_Assignment2#page1.tif source=00090042AA_Assignment2#page2.tif source=00090042AA_Assignment2#page3.tif	

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## ASSIGNMENT OF INVENTION AND PATENT RIGHTS

THIS ASSIGNMENT OF INVENTION AND PATENT RIGHTS (this "Assignment") is entered into as of this 31st day of July 2008 (the "Effective Date") by and between Dennis A. Zimmerman whose address is 1852 Airport Road, Bridgewater, Virginia ("Assignor") and COMSONICS, INC., a Virginia corporation ("Assignee").

WHEREAS, Assignor, during and in the course of his employment with Assignee, has invented certain new and useful inventions and improvements relating to using an ingress method to discover and identify shielding integrity flaws within coaxial cable communications networks entitled COMMUNICATION SYSTEM FAULT LOCATION USING SIGNAL INGRESS DETECTION (the "Invention").

WHEREAS, Assignee desires to file an application for United States Letters Patent for and in respect of the Invention.

WHEREAS, Assignor and Assignee desire and intend for Assignor to assign to Assignee his entire right, title and interest in and to the Invention in the United States and throughout the World, including without limitation, all United States Letters Patent granted on any and all applications filed relating to or in respect of the Invention.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10), cash in hand paid, the receipt of which from Assignee is hereby acknowledged by Assignor, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, the Assignor hereby sells, assigns, transfers, and sets over unto Assignee and its lawful successors and assigns, his entire right, title, and interest in and to the Invention throughout the world, which assignment expressly includes: (a) the right to apply for patents and inventor certificates in respect of the Invention and to claim priority pursuant to rights accorded to Assignor under the terms of all available international conventions and treaties; (b) all applications for United States Letters Patent filed for or in respect of the Invention which are currently pending or are filed on or after the Effective Date (each, an "Application"); (c) any and all United States Letters Patent granted on each Application or any division, continuation, continuation-in-part and reissue thereof, and all extensions, renewals and reissues of any such United States Letters Patent; (d) all Letters Patent which may be granted or issued with respect to the Invention in any foreign country; (e) the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the Invention; (f) the right to all income, royalties, licensing fees, damages and payments of any kind which are due and owing, or are now or hereafter payable, and which relate in any way to the Invention or any Letters Patent issued for or in respect of the Invention; and (g) the right to sue for, counterclaim or otherwise recover income, royalties, licensing fees, damages and payments of any kind for past, present and/or future misappropriation, infringement or violation of any rights relating to the Invention, any Letters Patent issued in respect of the Invention and/or any rights of Assignor relating to the Invention.

2. **Warranties.** Assignor represents and warrants to Assignee that, at no time prior to his execution of this Assignment, has he (a) assigned, sold, transferred, pledged,

hypothecated, encumbered, or otherwise alienated or disposed of the Invention or any rights in, to, or relating to the Invention, including without limitation, any of the rights assigned to Assignee hereunder; and (b) taken any action, or failed to take any action, that has impaired, or invalidated any rights in, to, or relating to the Invention, including without limitation any of the rights assigned to Assignee hereunder.

3. **Further Assurances.** Assignor agrees to execute such additional documents and take such other actions as Assignee may reasonably request to carry out and consummate the transactions contemplated by this Assignment. Without limiting the foregoing provision, Assignor covenants and agrees that, without further consideration, he shall (a) communicate with Assignee and its successors and assigns, any facts known to Assignor relating to the Invention; (b) testify in any legal proceeding, sign all lawful papers when called upon to do so, and/or execute and deliver any and all documents and instruments that may be required in connection with the filing, prosecution and maintenance of any patent applications or inventor certificate(s) in the United States and in foreign countries for or in respect of the Invention, or that be necessary or desirable to perfect the title to the Invention and all Letters Patent that may be applied for or issued in respect of the Invention in Assignee; and (c) make all rightful oaths and generally do everything possible to aid Assignee and its successors and assigns to exercise any of the rights acquired by Assignee under this Assignment, including taking all action that may lawfully be required of Assignor with respect to the prosecution, maintenance and defense of any patent application or patent relating to the Invention.

4. **Authorization for USPTO.** Assignor hereby grants Assignee and Assignee's authorized patent attorneys 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.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent relating to or in respect of the Invention to Assignee, as the owner of the entire right, title and interest in and to the same, for Assignee's sole use and benefit and for the use and benefit of Assignee's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Assignor had the assignment and sale described in this Assignment not been made.

5. **Binding Effect.** Assignor's obligations under this instrument shall extend to Assignor's heirs, executors, administrators and other legal representatives.

THIS SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this Assignment of Invention and Patent Rights as of the date first set forth above.

COMSONICS, INC.

By: *ODE*

Title: *Treasurer*

*Dennis A. Zimmerman*  
[Insert name of Assignor]

Date: *7/31/08*

State of *Virginia*

City/County of *Rockingham*, to-wit:

On this *31st* day of *July*, 2008, before me personally appeared *Dennis A. Zimmerman*, who signed the foregoing instrument and acknowledged the same to be his free act and deed.

My commission expires: *September 30, 2009*

*Brette Renee Thompson*  
Notary Public [SEAL]

Registration No.: *362956*