

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Donald L Lucas	07/03/2008
RECEIVING PARTY DATA	
Name:	LockIn, LLC
Street Address:	8520 Waterford Way
City:	Niwot
State/Country:	COLORADO
Postal Code:	80503
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7339473
Application Number:	61126388
Application Number:	61128840
CORRESPONDENCE DATA	
Fax Number:	(303)447-0451
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-447-0450
Email:	scott@packarddierking.com
Correspondent Name:	Scott H. Culley
Address Line 1:	2595 Canyon Blvd, Suite 200
Address Line 4:	Boulder, COLORADO 80302
ATTORNEY DOCKET NUMBER:	2251-02
NAME OF SUBMITTER:	Scott H Culley
Total Attachments: 5	
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## PATENT AND INVENTION ASSIGNMENT

This is an Assignment by DONALD L. LUCAS, an individual U.S. citizen ("ASSIGNOR"), having an address of 136 Cleveland Avenue, Louisville, Colorado 80027, to LOCKIN, LLC, a Colorado limited liability company ("ASSIGNEE"), having an address of 8520 Waterford Way, Niwot, Colorado 80503, effective 7/3/08 ("Effective Date").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the United States and foreign patents and applications identified in Appendix A attached hereto (collectively "PATENTS");

WHEREAS, in addition to the PATENTS, ASSIGNOR is the owner of all right, title and interest in and to any and all tangible and intangible rights, now existing or hereafter created, in and to the inventions and disclosures embodied in the PATENTS or otherwise existing, in law or in equity with respect thereto, including, but not limited to, trade secrets, know how, copyrights, trademarks or any other proprietary rights along with any and all improvements, modifications, derivations, revisions or the like thereon (collectively "INVENTIONS");

WHEREAS, ASSIGNEE is desirous of acquiring and ASSIGNOR is willing and able to assign all right, title and interest in and to said PATENTS and INVENTIONS;

NOW THEREFORE, be it known that for certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to the ASSIGNEE, its successors, legal representatives and assigns, as of said Effective Date: (i) all right, title and interest in and to the PATENTS, including, but not limited to, all related continuation, divisional, continuation-in-part and reissue applications, all related patent applications in foreign countries, all related applications pursuant to the Patent Cooperation Treaty and all related applications for extension filed or to be filed for the corresponding inventions, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues, all rights to claim priority, any provisional applications, improvements and other patent rights obtained for the PATENTS and INVENTIONS in the United States or any other country; (ii) all right, title and interest in and to the INVENTIONS, and (iii) any other right, title or interest in and to or otherwise directly or indirectly related to the said PATENTS and INVENTIONS which has not already been transferred to ASSIGNEE pursuant to (i) and (ii) or otherwise by this Assignment. ASSIGNOR retains no rights of any type whatsoever, in law or in equity, in and to the PATENTS, INVENTIONS or any other rights now existing or hereafter created that are directly or indirectly related thereto.

The aforesaid assignment includes, but is not limited to, the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the PATENTS, INVENTIONS or otherwise directly or indirectly related thereto, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this sale and assignment had not been made.

ASSIGNOR warrants that no assignment, license or encumbrance has been made with respect to the PATENTS and INVENTIONS or any other rights directly or indirectly related thereto to a party other than the ASSIGNEE, and ASSIGNOR is under no obligation to make any assignment, license or encumbrance of the invention, application or patent therefor for any of the rights transferred to ASSIGNEE pursuant to this Assignment to any other party; and the ASSIGNOR further agrees to cooperate with the ASSIGNEE in the sustaining of any and all said PATENTS and INVENTIONS and in confirming the ASSIGNEE'S exclusive ownership of the corresponding inventions.

ASSIGNOR hereby represents, warrants and covenants that he is the sole owner and has the full right to convey the entire interest herein assigned, that he has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right. This Assignment constitutes a valid and binding obligation of ASSIGNOR, enforceable in accordance with its terms.

ASSIGNOR hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the ASSIGNEE, as the assignee of the entire right, title and interest in and to the same.

ASSIGNOR further covenants and agrees that ASSIGNOR will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said ASSIGNEE, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said ASSIGNEE, its successors and assigns the entire right, title and interest in and to said PATENTS and INVENTIONS hereby sold, assigned, transferred and conveyed, and that ASSIGNOR will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent.

ASSIGNOR further covenants and agrees that ASSIGNOR will at any time upon request communicate to the ASSIGNEE, its successors, assigns or other legal representatives any facts relating to the PATENTS and INVENTIONS or any other rights transferred pursuant to this Assignment known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

All representations, warranties and covenants of the parties shall survive the execution hereof and shall be effective regardless of any termination hereof.

This Assignment shall be governed by the laws of the State of Colorado, without giving effect to its conflict of laws provisions. Venue of any action brought to enforce or relating to this Assignment shall be brought exclusively in the District Court of Boulder County, Colorado, or the U.S. District Court for the District of Colorado. ASSIGNOR expressly consents to personal jurisdiction to the state and federal courts located in Boulder and Denver, Colorado, for any

lawsuit or other action filed against ASSIGNOR and waives any objection to jurisdiction and venue.

If any action is brought to enforce any of the terms of this Assignment, the prevailing party shall recover its costs and expenses, including reasonable attorney's fees, in addition to any other relief to which it may be entitled.

All notices, requests, demands and other communications under this Assignment shall be in writing addressed as provided below and shall be deemed to have been duly given on: (i) the date of service if served personally on a party to whom notice is to be given, (ii) the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, to the party at its address provided above, (iii) the next following business day if sent by Federal Express next day service or by other private courier providing overnight or next day delivery services, (iv) the date when sent by electronically confirmed facsimile transmission. Any party may change its address for purposes of this Assignment by giving the other party written notice of the new address in the manner set forth above.

ASSIGNOR: Donald L. Lucas  
136 Cleveland Avenue  
Louisville, CO 80027  
Facsimile No. \_\_\_\_\_

ASSIGNEE: LockIn, LLC  
Attn: Scott Edwards, Manager  
8520 Waterford Way  
Niwot, CO 80503  
Facsimile No. 303-652-0855

Copy to (which  
does not constitute  
notice): Scott H. Culley  
Packard and Dierking, LLC  
2595 Canyon Blvd, Suite 200  
Boulder, CO 80302  
Facsimile No. 303-447-0451

This Assignment may be executed in counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. Facsimile or electronic signatures are acceptable as originals for all purposes.

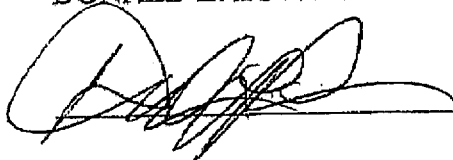
This Assignment contains all of the understandings and agreements of the parties with respect to the subject matter discussed herein. All prior agreements, if any, whether written or oral are merged herein and shall be of no force or effect. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of said modification, waiver, amendment, discharge or change is sought.

IN WITNESS WHEREOF, this Assignment is executed on behalf of ASSIGNOR.

DONALD L. LUCAS:

Date:

7/3/08



ASSIGNEE does hereby confirm that it accepts the aforesaid Assignment of rights in said PATENTS, INVENTIONS and all rights transferred pursuant hereto.

LOCKIN, LLC:

Date:

7/3/08

By:

Scott Edwards  
Name: Scott Edwards, Manager

STATE OF COLORADO

COUNTY OF

Boulder

) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2008 by Donald L. Lucas.

Witness my hand and official seal.

My commission expires: 06/20/2011

JOANN S LUSCOMB  
Notary Public  
State of Colorado

Joann S Luscomb  
Notary Public

STATE OF COLORADO

COUNTY OF

) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Scott Edwards, as Manager of LockIn, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

**ATTACHMENT A****PATENTS**

<b>Patent No.</b>	<b>Country</b>	<b>Title</b>
7,339,473	USA	Enclosure Security Device
Provisional Patent- App. Number : 61/126,388 Filed: 5/05/2008	USA	Lead Screw Locking Mechanism
Provisional Patent- App. Number: 61/128,840 Filed: 5/27/08	USA	Integrated Latch Control and Alarm System for Protection of Enclosures