

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John M. Miller	05/22/2008

RECEIVING PARTY DATA

Name:	Khi Acquisitions Limited Liability Company
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6353398
Patent Number:	6741188
Application Number:	10824962
Application Number:	11195923
Application Number:	11195947
Application Number:	11196206
Application Number:	11196814
Application Number:	11926631
Application Number:	11926641
Application Number:	11926645
Application Number:	12045601

CORRESPONDENCE DATA

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PATENT

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CH \$440.00 6353398

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ATTORNEY DOCKET NUMBER:	08-727-USCON2-6&DIVS
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NAME OF SUBMITTER:	Robert J. Irvine III
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Total Attachments: 5  
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## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, John M. Miller, an Wisconsin resident, residing at 626 E. Kilbourn Ave., Milwaukee, WI 53202 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Khi Acquisitions Limited Liability Company, a Delaware limited liability company, having an address at 2711 Centerville Road, 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 provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, 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 foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) 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 (f), 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;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,353,398	US	10/22/1999	System for dynamically pushing information to a user utilizing global positioning system  Himanshu S. Amin
6,741,188	US	3/10/2000	System for dynamically pushing information to a user utilizing global positioning system  John M. Miller
10/824,962	US	4/15/2004	System for dynamically pushing information to a user utilizing global positioning system  Himanshu S. Amin
11/195,923	US	8/3/2005	System for dynamically pushing information to a user utilizing global positioning system  Himanshu S. Amin

<b><u>Patent or Application No.</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>Title of Patent and First Named Inventor</u></b>
11/195,947	US	8/3/2005	System for dynamically pushing information to a user utilizing global positioning system  Himanshu S. Amin
11/196,206	US	8/3/2005	System for dynamically pushing information to a user utilizing global positioning system  Himanshu S. Amin
11/196,814	US	8/3/2005	System for dynamically pushing information to a user utilizing global positioning system  Himanshu S. Amin
11/926,631	US	10/29/2007	A computer-implemented method to perform location-based searching on a mobile telephone  John M. Miller
11/926,641	US	10/29/2007	Computer-implemented method to perform location-based searching  John M. Miller
11/926,645	US	10/29/2007	Computer-implemented method for pushing targeted advertisements to a user  John M. Miller
12/045,601	US	3/10/2008	System for dynamically pushing information to a user utilizing global positioning system  John M. Miller

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 this 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.

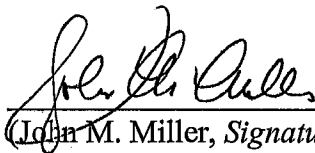
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee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

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.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at MILWAUKEE  
on MAY 22, 2008.

**ASSIGNOR:**



(John M. Miller, Signature *MUST* be notarized)

STATE OF Wisconsin )  
 ) ss.  
COUNTY OF Milwaukee )

On May 22, 2008, before me, Susan M. Donahue,  
Notary Public in and for said State, personally appeared John M. Miller,  
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/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature

Susan M. Donahue

SUSAN M. DONAHUE  
Notary Public  
State of Wisconsin