## CH \$40.00 111410 12099498

Client Code: KM2056.003A

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Name of conveying party(ies): (List using letters or numbers for multiple parties)  Genedics LLC	Name and address of receiving party(ies):     Name: Post Dahl Co. Limited Liability Company     Street Address: 160 Greentree Drive, Suite	
Additional name(s) of conveying party(ies) attached?  ( ) Yes (X) No	101 City: Dover State: Delaware ZIP: 19904 Additional name(s) of receiving party(ies) attached?	
3. Nature of conveyance: (X) Assignment () Security Agreement () Merger () Change of Name	() Yes (X) No	
Other:     Execution Date: (List as in section 1 if multiple)	US or PCT Application number(s) or US Patent number(s):	
signatures) July 17, 2008	(X) Patent Application No.: 12/099,498 Filing Date: April 8, 2008	
	Additional numbers attached?	
<u>·                                      </u>	() Yes (X) No	
Party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 1	
Customer No. 20,995		
Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 <sup>th</sup> Floor Irvine, CA 92614		
Return Fax: (949) 760-9502 Attorney's Docket No.: KM2056.003A		
7. Total fee (37 CFR 1.21(h)): \$40	8. Deposit account number: 11-1410	
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John R. King Name of Person Signing  Significant Signi	2. Kine 9-25-08 gnature Date	
34,362 Registration No.		
Total number of pages including cov	er sheet, attachments and document: 5	

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PATENT REEL: 021592 FRAME: 0317

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Genedics LLC, a Massachusetts limited liability company, with an office at 760 East Street, Lenox, MA 01240 ("Assignor"), does hereby sell, assign, transfer, and convey unto Post Dahl Co. Limited Liability Company, a Delaware limited liability company, with an address at 160 Greentree Drive, Suite 101, Dover DE 19904 ("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) all inventions invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
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- (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

- (i) damages,
- (ii) injunctive relief, and
- (iii) 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>Title of Patent and First</u>
Patent or Application No.	Country	Filing Date	Named Inventor
12/046,757	US	3/12/2008	Data forwarding storage
			Gene Fein
12/099,498	US	4/8/2008	Data file forwarding storage and search
			Gene Fein
12/052,345	US	3/20/2008	Redundant data forwarding storage
			Gene Fein
12/132,804	US	6/4/2008	Redundant data forwarding storage
			Gene Fein

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 here under, 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. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to 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 WHEFEOF this Assignment of Patent Rights is executed at Malbo

ASSIGNOR:

**Genedics LLC** 

By: Name:

Authorized (Signature MUST be notariz≥d)

STATE OF Californian COUNTY OF Los Augus ss.

On JUY 17 2008, before me, Mariah Yvanue Hulsey, Notary Public in and for said State, personally appeared Gene Scott fein, 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 Zozek (Juono Herbl)

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**PATENT** 

MARIAH YVONNE HULSEY

REEL: 021592 FRAME: 0321