Form PTO-1595 RECORDATION FOR	RM COVER SHEET	U.S. DEPARTMENT OF COMMERCE
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(Rev. 08/05) PATE OMB No. 0651-0027 (exp. 6/30/2008)	W1.1.8 PF	
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To the Director of the U.S. Patent and Trademark Office:	Mail Stop Assignment Rec P.O. Box 1450, Alexandri	cordation Services a, VA 22313-1450
1. Name of conveying party(ies):	2. Name and address o	
Doran J. Geise and Keith G. Croteau	Name:	PixEarth Corporation
Additional name(s) of conveying party(ies) attached?  ☐Yes ⊠No	Internal Address:	
3. Nature of conveyance:	Street Address:	947 Fossil Creek Drive
Assignment Security Agreement	City: Fort Collins	State: Colorado Zip: 80526
<ul> <li>☐ Merger</li> <li>☐ Change of Name</li> <li>☒ Other: Corrected address change of</li> </ul>	Additional name(s)	& address(es) attached?   Yes   No
Assignee for PixEarth Corporation		
Execution Date:		
Doran J. Geise on August 12, 2008 Keith G. Croteau on August 12, 2008		
4. Application number(s) or patent number(s):		
this document is being filed together with a new patent application		
A. Patent Application No.(s): 12/283,149, filed September 10, 2008 B. Patent No.(s):		
Additional numbers attached?  Yes No		
5. Name and address of party to whom	6. Total number of app	plications and patents involved: 1
correspondence concerning document should be mailed:	7. Total fee (37 CFR 3	3.41)\$40.00
Name: CR MILES, P.C.	⊠ Enclosed	
Internal Address: Street Address: 405 Mason Court, Suite 119 City: Fort Collins State: CO Zip: 80524	Authorized to be o	charged to deposit account
	8. Deposit account nu	mber:
DO NOT USE THIS SPACE		
9. Signature.		
Name of Person Signing:		
Craig R. Miles USPTO Registration Number 45,954	Tuin Mel	/3/01/68
Total number of pages including cover sheet, attachme	ents, and documents: 5	

PATENT REEL: 021623 FRAME: 0071 09-22-2008



U.S. PTO 12/283149 09/10/2008

103525888 U.S. DEPARTMENT OF COMMERCE FORM COVER SHEET Form PT .... PATENTS U.S. Patent and Trademark Office (Rev. 08/05) OMB No. 0651-0027 (exp. 6/30/2008) Mail Stop Assignment Recordation Services To the Director of the U.S. Patent and Trademark Office: P.O. Box 1450, Alexandria, VA 22313-1450 2. Name and address of receiving party(ies) Name of conveying party(ies): PixEarth Corporation Doran J. Geise and Keith G. Croteau Name: Additional name(s) of conveying party(ies) attached? ∐Yes ⊠No Internal Address: 3. Nature of conveyance: 1113 Stoney Hill Drive, Suite B Street Address: Assignment State: Colorado Zip: 80525 City: Fort Collins Security Agreement Merger Additional name(s) & address(es) attached? Tyes No. Change of Name Other: Execution Date: Doran J. Geise on August 12, 2008 Keith G. Croteau on August 12, 2008 4. Application number(s) or patent number(s): this document is being filed together with a new United States Continuation Patent application entitled "A System To Navigate Within Images Spatially Referenced To A Computed Space", and the execution date of the application is: September 10, 2008 A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? Yes No Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be 7. Total fee (37 CFR 3.41).....\$40.00 mailed: 🔀 Enclosed CR MILES, P.C. Name: Authorized to be charged to deposit account Internal Address: 405 Mason Court, Suite 119 Street Address: City: Fort Collins State: CO Zip: 80524 Deposit account number: DO NOT USE THIS SPACE 9. Signature. Name of Person Signing: Craig R, Miles USPTO Registration Number 45,954 Total number of pages including cover sheet, attachments, and documents: 5 89/11/2000 CHGUYEM2 00000058 12283149 B1 FC:8821

**PATENT** 

REEL: 021623 FRAME: 0072

EXPRESS MAIL LABEL NO.: EM 245161706 US

## UNITED STATES PATENT AND TRADEMARK OFFICE

Title:

A System To Navigate Within Images Spatially

Referenced To A Computed Space

Inventor:

Doran J. Geise and Keith G. Croteau

Application Number:

Filing Date:

Group Art Unit:

Examiner:

Attorney Docket Number: PixEarthCont

## ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Doran J. Geise residing at 947 Fossil Creek Drive, Fort Collins, Colorado 80526 USA and Keith G. Croteau residing at 2807 Michener Drive, Fort Collins, Colorado 80526 USA (individually and collectively "Assignor") and PixEarth Corporation having its principal offices at 947 Fossil Creek Drive, Fort Collins, Colorado 80526 USA ("Assignee").

WHEREAS, Each Assignor has contributed to the conception or development of technology relating to a system to navigate within images spatially referenced to a computed space including the technology described or indicated in the above-identified application, along with any improvements of such technology to the extent conceived or developed during the time serving as a consultant or employee of Assignee or utilizing the trade secrets or confidential information of Assignce, or which are likely to cause disclosure of such trade secrets or confidential information (the "Invention");

WHEREAS, Each Assignor, either by him/her individually or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Each Assignor desires to assign all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:

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- a. he/she has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
- b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
- c. to the extent he conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
- d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
- 2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
  - a. all such worldwide rights to make, use, and sell the Invention;
  - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
  - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
  - d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
  - e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
  - f. all rights to seek protection covering such aspects or claims as the Assignce deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any

initial context considered as preferred embodiments; and claims which seek broad protection in general.

- 3. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.
- Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the aboveidentified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.
- 5. Each Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.
- 6. Each Assignor grants the firm of CR MILES P.C., or other designated agent, 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 Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.
- 7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

_	Doran J. Gaise Date: 8/12/2008
	UNITED STATES OF AMERICA ) STATE OF COLORADO ) COUNTY OF LARIMER )
	SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Doran J. Geise, this 12.1 that of August, 2008, WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.
	Notary Public My Commission Expires: 6.2.3.2.010

Date: 8/14/0 &

UNITED STATES OF AMERICA STATE OF COLORADO COUNTY OF LARIMER

**RECORDED: 10/01/2008** 

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Keith G. Croteau, this 12th day of August, 2008. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado. \_

> Notary Public My Commission Expires: 10. 23. 2010 JUSTIN RUTH

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**PATENT REEL: 021623 FRAME: 0076**