

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor in the previously recorded assignment from Monitel, Inc. to Monitel Products Corp. previously recorded on Reel 021603 Frame 0899. Assignor(s) hereby confirms the Assignment of all rights, title and interest in US Patent 5,077,582 from Monitel Products Corp. to Imaging Portals, Inc..										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Monitel Products Corp.</td><td>03/02/2005</td></tr></table>		Name	Execution Date	Monitel Products Corp.	03/02/2005						
Name	Execution Date										
Monitel Products Corp.	03/02/2005										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Imaging Portals Inc.</td></tr><tr><td>Street Address:</td><td>18271 West McDermott Street, Suite H</td></tr><tr><td>City:</td><td>Irvine</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92614</td></tr></table>		Name:	Imaging Portals Inc.	Street Address:	18271 West McDermott Street, Suite H	City:	Irvine	State/Country:	CALIFORNIA	Postal Code:	92614
Name:	Imaging Portals Inc.										
Street Address:	18271 West McDermott Street, Suite H										
City:	Irvine										
State/Country:	CALIFORNIA										
Postal Code:	92614										
PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>5077582</td></tr></table>		Property Type	Number	Patent Number:	5077582						
Property Type	Number										
Patent Number:	5077582										
CORRESPONDENCE DATA											
Fax Number: (720)566-4099 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 720-566-4125											
Email: lharveyjones@cooley.com											
Correspondent Name: Cooley Godward Kronish LLP											
Address Line 1: 380 Interlocken Crescent, Suite 900											
Address Line 2: Attn: Wayne O. Stacy											
Address Line 4: Broomfield, COLORADO 80021											
ATTORNEY DOCKET NUMBER:	308763-901										
NAME OF SUBMITTER:	Wayne O. Stacy										
Total Attachments: 15											

CH \$40.00 5077582

500678612

PATENT
REEL: 021691 FRAME: 0556

source=582 Assignment#page1.tif
source=582 Assignment#page2.tif
source=582 Assignment#page3.tif
source=582 Assignment#page4.tif
source=582 Assignment#page5.tif
source=582 Assignment#page6.tif
source=582 Assignment#page7.tif
source=582 Assignment#page8.tif
source=582 Assignment#page9.tif
source=582 Assignment#page10.tif
source=582 Assignment#page11.tif
source=582 Assignment#page12.tif
source=582 Assignment#page13.tif
source=582 Assignment#page14.tif
source=582 Assignment#page15.tif

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

10/01/2008
500663707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Monitel, Inc.	03/02/2005
RECEIVING PARTY DATA	
Name:	Imaging Portals Inc.
Street Address:	18271 West McDermott Street, Suite H
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5077582
CORRESPONDENCE DATA	
Fax Number:	(720)566-4099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-566-4125
Email:	lharveyjones@cooley.com
Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	380 Interlocken Crescent, Suite 900
Address Line 2:	Attn: Wayne O. Stacy
Address Line 4:	Broomfield, COLORADO 80021
ATTORNEY DOCKET NUMBER:	308763-901
NAME OF SUBMITTER:	Wayne O. Stacy
Total Attachments: 7	
source=Assign-582#page1.tif	
source=Assign-582#page2.tif	
source=Assign-582#page3.tif	
source=Assign-582#page4.tif	

CH \$40.00 5077582

source=Assign-582#page5.tif

source=Assign-582#page6.tif

source=Assign-582#page7.tif

**ACTION BY WRITTEN CONSENT
OF THE SOLE STOCKHOLDER
OF
MONITEL PRODUCTS CORP.**

The undersigned, constituting the sole stockholder (the "*Sole Stockholder*") of Monitel Products Corp., a Delaware corporation (the "*Company*"), pursuant to Section 228 of the Delaware General Corporation Law, hereby adopts the following resolutions by written consent:

APPOINTMENT OF DIRECTORS

RESOLVED, that, effective as of this date, the following person be, and he hereby is, appointed as the sole director of the Company to serve until the next annual meeting of stockholders or until his successors are duly elected and qualified:

Worth T. Probst

RESOLVED FURTHER, that the appointment of any and all other individuals as directors of the Company prior to the date hereof is hereby rescinded and the only directors are those named above.

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of the 15th day of February, 2008.

SOLE STOCKHOLDER:

IPI IMAGING, INC. (F/K/A IMAGING PORTALS, INC.)

By: Worth T. Probst

Name: Worth T. Probst

Title: Chief Executive Officer

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
MONITEL PRODUCTS CORP.
(a Delaware corporation)**

The undersigned, constituting the sole member of the board of directors (the "**Board**") of **MONITEL PRODUCTS CORP.**, a Delaware corporation (the "**Company**"), pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopts the following resolutions by unanimous written consent:

ELECTION OF OFFICERS

RESOLVED, that the following person be, and he hereby is, elected as an officer of the Company, to serve until the next annual meeting or until his successors are duly elected and have qualified, to those positions set forth opposite his name below:

President Worth T. Probst

Secretary Worth T. Probst

RESOLVED FURTHER, that the election of any and all other individuals to any office of the Company prior to the date hereof is hereby rescinded and the only officers of the Company are those named above.

RATIFICATION OF PATENT ASSIGNMENT

WHEREAS, on March 2, 2005 the Company agreed to assign to IPI Imaging, Inc. (f/k/a Imaging Portals, Inc.), its parent company ("**IPI Imaging**"), the Company's entire right, title and interest to certain intellectual property (the "**Assignment**"), including (a) inventions concerning photocopy monitoring systems and methods for monitoring copiers for which applications for United States Letters Patent were filed that were granted as U.S. Patents Nos. 5,077,582 and 5,184,179 (the "**Patents**"), (b) numerous patents issued by other countries corresponding to the Patents, and (c) license agreements with various business entities in which the Company granted limited rights under the Patents and the corresponding foreign patents, including in particular a license agreement between the Company and Canon, Inc. and Canon, U.S.A. Inc. dated January 1, 1995 (collectively with the Patents, the "**Intellectual Property**");

WHEREAS, the Assignment was executed by the Assignment and Agreement attached hereto as Exhibit A (the "**Assignment Agreement**"); and

WHEREAS, the Board desires to ratify the Assignment and the execution by the Company of the Assignment Agreement, and all prior actions taken by the Company with respect to such Assignment as of the date hereof.

NOW, THEREFORE, BE IT RESOLVED, that the Assignment by the Company to IPI Imaging of the Intellectual Property pursuant to the terms of the Assignment Agreement be, and it hereby is, ratified, affirmed and approved as being effected as of the date set forth therein in all respects;

RESOLVED FURTHER, that all prior actions taken by any officers of the Company with respect to the Assignment of the Intellectual Property be, and each of them hereby is, ratified, affirmed and approved in all respects; and

RESOLVED FURTHER, that the Company's officers be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such further actions and execute and deliver such additional documents as each may deem necessary or appropriate, upon advice of counsel, to carry out the foregoing resolutions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This Action shall be filed with the minutes of the proceedings of the Board of Directors of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Action by Unanimous Written Consent as of the 15th day of February, 2008.


Worth T. Probst

EXHIBIT A

ASSIGNMENT AGREEMENT

Attorney Docket No.: 40498-0001

ASSIGNMENT AND AGREEMENT

WHEREAS, Monitel, Inc. (hereinafter referred to as "ASSIGNOR"), a wholly owned subsidiary corporation of Imaging Portals, Inc., is the owner of the entire right, title and interest in and to certain intellectual property, including (a) inventions concerning photocopy monitoring systems and methods for monitoring copies for which applications for United States Letters Patent were filed that were granted as U.S. Patent number 5,077,582 on December 31, 1991 and U.S. Patent number 5,184,179 on February 2, 1993, (b) numerous patents issued by other countries corresponding to U.S. Patent Nos. 5,077,582 and 5,184,179, and (c) license agreements with various business entities in which Assignor granted limited rights under U.S. Patent Nos. 5,077,582 and 5,184,179 and the corresponding foreign patents, including in particular a license agreement between Assignor and Canon, Inc. and Canon, U.S.A., Inc. dated January 1, 1995; and

WHEREAS, Imaging Portals Inc., having its principal place of business at 18271 West McDermott Street, Suite H, Irvine, California 92614, (hereinafter referred to as "ASSIGNEE") has acquired and is now the owner of Monitel, Inc. businesses and assets, and therefore is desirous of acquiring the entire interest in the intellectual property of Assignor;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified inventions and all improvements and modifications thereof, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent that have issued or may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres, (f) the right to collect damages for past infringement of all Letters Patent that have issued from said applications in the United States and countries foreign thereto, and (g) all licenses granted by Assignor under any and all Letters Patent that have issued from said applications in the United States and countries foreign thereto, including the right to collect unpaid royalties due under such licenses; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested

Page 1 of 2

Attorney Docket No.: 40498-0001

by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Heller Ehrman White & McAuliffe the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Heller Ehrman White & McAuliffe do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Monitel, Inc.

By: Worth T. Probst
(Signature)

Worth T. Probst
(Printed Name)

CEO
(Title)

3/2/05
(Date)

Page 2 of 2