

11-07-2008



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Atty. Docket No.: 176574b

To the Honorable Commissioner of P.

Attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Site Technologies, Inc. (August 13, 2008)
- 2) Site/technologies/inc. (August 13, 2008)

2. Name and address of receiving party(ies):

Name: Daniel EGGER

Internal Address:

Street Address: 2027 West Club Boulevard

City: Durham State: NC ZIP: 27705

Additional name(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Additional name(s) & addresses(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/854,577
11/404,824

B. Patent No.(s)

5,544,352
5,832,494
6,233,571

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Aldo Noto
ANDREWS KURTH LLP
IP DEPARTMENT
1350 I Street, NW
Suite 1100
Washington, DC 20005

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41):.....\$ 200.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-2849

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Aldo Noto, Reg. No. 35,628

Name of Person Signing

Signature

November 4, 2008

Date

Total number of pages including cover sheet, attachments, and document: 4

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ASSIGNMENT OF PATENTS

WHEREAS, I, Jeffrey Ait, acted as and remains Chief Executive Officer of Site Technologies, Inc., a California corporation ("Site"), and acted as President and Chief Executive Officer of its then-wholly owned subsidiary, Site/technologies/inc., a Delaware corporation ("Site/") (collectively, the "Site Entities"), as well as acted as the designated Responsible Person in the bankruptcy of Site;

WHEREAS, Site acquired patents and patent applications resulting in patents listed on Schedule A, along with all foreign patents and applications, and all foreign and U.S. additions, continuations, continuations in part, divisions, extensions, reissues, renewals, or substitutions of such patents (collectively, the "Patents");

WHEREAS, Site assigned to Daniel Egger and his successors and assigns ("Egger" or "Assignee") by way of a Bill of Sale, Assignment and License Agreement dated September 16, 1998 (the "Bill of Sale") and by Assignment of Patent (the "Assignment") the Patents, among other things, for a purchase price of \$100,000, which was paid by Egger and received by Site;

WHEREAS, on December 21, 2000, Site/ merged into Site;

WHEREAS, it was the intent of the Site Entities to convey full, complete legal title and ownership to Egger by way of the Bill of Sale and the Assignment and both Site Entities ratified, and hereby further ratify, the obligations of the Bill of Sale and Assignment, and full, complete legal title and ownership into and under the Patents was conveyed thereby;

WHEREAS, the Site Entities have ratified and hereby ratify the 2005 Assignment executed by Daniel Egger conveying the Patents.

WHEREAS, certain parties have challenged the legal effect of the 1998 Bill of Sale and Assignment notwithstanding the fact that the Bill of Sale and the Assignment were valid and effective to transfer full complete legal title and ownership into and under the Patents to Egger;

WHEREAS, Egger and the Site Entities are desirous of removing all doubt with respect to Egger's holding full and complete legal title to and ownership of the Patents and Egger and the Site Entities are also desirous of Egger obtaining any rights that the Site Entities may have into or under the Patents;

NOW THEREFORE, in consideration of the sum of One Thousand Dollars (\$1000) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, each of the Site Entities, separately and together, hereby sells, assigns and transfers to Assignee the entire right, title and interest into and under the Patents to the extent that now held by the Site Entities, including all related future-acquired patents and patent applications, the same to be held and enjoyed by Assignee for its own use and

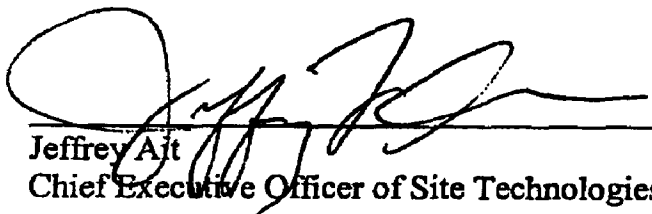
enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Patents have been granted, as fully and entirely as the same would have been held and enjoyed by Site if this assignment had not been made; together with all claims for damages by reason of past infringement of the Patents with the right to sue for, and collect the same for Assignee's own use and benefit, and for the use and- benefit of its successors, assigns and other legal representatives.

FURTHERMORE, the Site Entities hereby further ratify the 2005 Assignment executed by Daniel Egger conveying the Patents.

AND THE UNDERSIGN HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE UNDERSIGN HEREBY represents, warranties and covenants that Site or Site/ has not executed, and will not execute, any agreement in conflict herewith. If any further documentation is necessary to transfer to the Patents to Daniel Egger, I further agree to complete and execute that documentation.

IN TESTIMONY WHEREOF, the undersigned hereto sets his hand this 13th day of August, 2008.



Jeffrey Ait
Chief Executive Officer of Site Technologies, Inc.



Jeffrey Ait
President and Chief Executive Officer of Site/technologies/inc.

Schedule A

- U.S. Patent No. 5,544,352
- U.S. Patent No. 5,832,494
- U.S. Patent No. 6,233,571
- all related continuations, divisional, future issued patents and foreign patents