

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT FULLERTON	11/26/2008
RECEIVING PARTY DATA	
Name:	AERIELLE TECHNOLOGIES, INC.
Street Address:	190 WHISMAN ROAD, BLDG. B
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94041
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29306465
Application Number:	29306466
CORRESPONDENCE DATA	
Fax Number:	(707)578-3133
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	412 AVIATION BLVD., SUITE H
Address Line 4:	SANTA ROSA, CALIFORNIA 95403
ATTORNEY DOCKET NUMBER:	00747.P40D; P41D; 12/2/08
NAME OF SUBMITTER:	Craig M. Stainbrook
Total Attachments: 3 source=00747.P40D; P41D_Indiv to Corp Ass, executed#page1.tif source=00747.P40D; P41D_Indiv to Corp Ass, executed#page2.tif source=00747.P40D; P41D_Indiv to Corp Ass, executed#page3.tif	

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PATENT

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REEL: 021916 FRAME: 0412

## INDIVIDUAL TO CORPORATE ASSIGNMENT

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WHEREAS, Robert Fullerton, a resident of Morgan Hill, California, and having an address of 190 S. Whisman Road, Building B, Mountain View, CA 94041 (hereinafter "Inventor"), has invented designs for audio and image digital file streaming transfer devices, said inventions made during the terms of an Employment/Independent Contractor Agreement with Assignee (identified below), said applications identified as follows:

Title: *Audio and Image Digital File Streaming and Transfer Device*  
U.S. Design Patent Application Serial No. 29/306,465  
Filing Date: April 9, 2008; and

Title: *Audio and Image Digital File Streaming and Transfer Device*  
U.S. Design Patent Application Serial No. 29/306,466  
Filing Date: April 9, 2008;

WHEREAS, AERIELLE TECHNOLOGIES, INC., (hereinafter "Assignee"), a corporation formed and existing under the laws of the State of California, and having a principal place of business in Mountain View, California and a mailing address of 190 S. Whisman Road, Building B, Mountain View, CA 94041, wishes to acquire the entire right, title and interest in and to said applications and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said inventions"), and in and to any all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries,

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full pursuant to the above-mentioned Employment/Independent Contractor Agreement from Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said applications and said inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention,

*Assignor/Inventor: Robert Fullerton*  
*Assignee: Aerielle Technologies, Inc.*  
*U.S. Design Pat. Appl. Ser. No. 29/306,465 and 29/306,466*  
*Attorney Docket No. 00747.P40D and 00747.P41D*

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treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specification, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement action and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
4. Said Inventor does hereby warrant and represent that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of

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/       /       /

-- signatures follow --

*Assignor/Inventor: Robert Fullerton  
Assignee: Aeriel Technology, Inc.  
U.S. Design Pat. Appl. Ser. No. 29/306,465 and 29/306,466  
Attorney Docket No. 00747.P40D and 00747.P41D*

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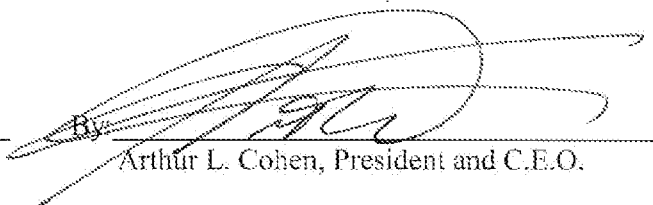
acknowledgment as given below and delivered this instrument to said Assignee.

Dated: 11/26/2008   
Robert Fullerton, Inventor/Assignor

ACCEPTANCE OF ASSIGNMENT

The below Assignee hereby accepts this assignment of patent rights.

AERIELLE TECHNOLOGIES, INC.

Dated: 11/26/08   
By: Arthur L. Cohen, President and C.E.O.

*Assignor/Inventor: Robert Fullerton  
Assignee: Aerielle Technologies, Inc.  
U.S. Design Pat. Appl. Ser. No. 29/306,465 and 29/306,466  
Attorney Docket No. 00747.P40D and 00747.P41D*

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