

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alphascan, LLC	12/15/2008
RECEIVING PARTY DATA	
Name:	Jan Scott Zwolinski
Street Address:	200 East Broad St. Suite 250
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29601
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6208435
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	9459.102
NAME OF SUBMITTER:	Bernard S. Klosowski, Jr.
Total Attachments: 4 source=Scanned Orig Ex Assign#page1.tif source=Scanned Orig Ex Assign#page2.tif source=Scanned Orig Ex Assign#page3.tif source=Scanned Orig Ex Assign#page4.tif	

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## PATENT ASSIGNMENT AGREEMENT

This assignment agreement is hereby entered into between ALPHASCAN, LLC, an Illinois limited liability company, having a place of business at 101 W. Grand Avenue, Suite 200/268, Chicago, Illinois 60610 (hereinafter "ALPHASCAN") and Jan Scott Zwolinski, an individual having an address of 200 East Broad Street, No. 250, Greenville, South Carolina 29601 (hereinafter "SCOTT"), and has an effective date of 16 December 2008.

WHEREAS ALPHASCAN is the current owner by assignment of US Patent 6,208,435, titled "Method and Apparatus for Providing a Handheld Scanner-Dictionary Apparatus", issued 27 March 2001 (hereinafter the "PATENT") as indicated by the records of the United States Patent & Trademark Office;

WHEREAS SCOTT desires to acquire all of the right, title and interest in and to the PATENT, and ALPHASCAN desires to transfer same to SCOTT;

THEREFORE, in exchange of the mutual consideration and covenants set forth herein, the parties hereto hereby agree as follows:

1. ALPHASCAN hereby transfers to SCOTT, in the United States and the entire world, all of its right, title and interest in and to the PATENT, including the unrestricted and exclusive right to sue for and collect on all claims for damages for past, present, and future infringement by any person or entity.

2. ALPHASCAN hereby transfers to SCOTT all rights, including any award of damages for past infringement, that ALPHASCAN has in the ongoing litigation with Wizcom, styled Alphascan, LLC v. Wizcom Tech Inc, case No. 1:2004cv05480. ALPHASCAN grants SCOTT the right to substitute himself as a party in ALPHASCAN's place in such litigation with full rights, duties and obligations as a party in such litigation.

ALPHASCAN will execute and file papers to effect the substitution of SCOTT for ALPHASCAN that SCOTT prepares and deems necessary for such substitution.

3. ALPHASCAN acknowledges that SCOTT has already taken over prosecution of a pending re-examination proceeding No. 90/007,306, and affirms that such steps were taken with ALPHASCAN's knowledge and consent.

4. SCOTT agrees that, in the event SCOTT realizes any revenue from enforcement of the PATENT in any manner, including but not limited to litigation, licensing and assignment, SCOTT will repay to ALPHASCAN the loan previously made to SCOTT under the terms of the parties' prior agreement. SCOTT will also repay certain out of pocket expenses that have been realized by ALPHASCAN. The total amount of such loan and expense repayment is twenty-nine thousand dollars(\$29,000.00). 100% of any proceeds payable to SCOTT for enforcement of the PATENT will be paid to ALPHASCAN until the loan and expense repayment is repaid in full. SCOTT will report to APLHASCAN within seven calendar days the receipt of any monies by SCOTT from the PATENT until such time as the total amount of such repayment is paid to ALPHASCAN.

5. Attached to this agreement as Exhibit A is a recordable assignment document suitable for filing in the records of the United States Patent & Trademark Office to evidence the transfer of ownership provided herein. The parties hereto will execute the document of Exhibit A at the time the present agreement is executed, and SCOTT will cause such document to be filed in the records of the United States Patent & Trademark Office in order to evidence such transfer.

6. ALPHASCAN hereby warrants to SCOTT that it has clear and complete title to the PATENT. ALPHASCAN agrees that it will assist SCOTT in clearing up any challenges to title that might be made in the future, at SCOTT's expense.

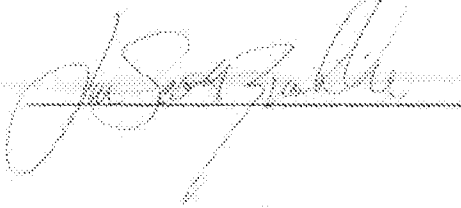
7. ALPHASCAN and SCOTT agree that the present agreement supersedes and replaces all prior agreements between the parties. Other than the rights and obligations specifically set forth in this agreement, both parties agree that all duties and obligations between them have been satisfied or are waived by execution of this agreement. SCOTT agrees that ALPHASCAN has satisfied all prior obligations to SCOTT under prior agreements, and waives any claim that SCOTT may have against ALPHASCAN, including its officers, directors, shareholders, attorneys, and agents, regarding their duties and obligations under such prior agreements.

8. This agreement is performable in the State of Texas, and will be interpreted under Texas law. This agreement may only be amended by way of a written instrument executed by the parties hereto.

9. If SCOTT transfers any rights under the PATENT to another party, such transfer shall be subject to ALPHASCAN's rights as set forth herein.

10. This agreement may be executed in multiple originals. Further, facsimile signatures will be acceptable as valid for all purposes.

JAN SCOTT ZWOLINSKI



12-15-08  
Date

ALPHASCAN, LLC



By: Daniel A. Henderson, President

12-15-08  
Date

## PATENT ASSIGNMENT

WHEREAS, ALPHASCAN, LLC, a Limited Liability Company of the State of Illinois, having a correspondence address at 512 Main Street, Suite 601, Fort Worth, Texas 76102 (hereinafter "ALPHASCAN") is the owner of the entire right, title, and interest to U.S. Patent No. 6,208,435B1, issued 27 March 2001, titled "Method and Apparatus for Providing a Handheld Scanner-Dictionary Apparatus" (hereinafter the "PATENT").

WHEREAS, Jan Scott Zwolinski, an individual having an address of 200 East Broad Street, No. 250, Greenville, South Carolina 29601 (hereinafter "SCOTT"), is desirous of acquiring ALPHASCAN's entire right, title and interest in the PATENT.

NOW THEREFORE, be it known by all whom it may concern that for and in consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, ALPHASCAN hereby assigns to SCOTT for the territory of the United States of America and the entire world ALPHASCAN's entire right, title and interest in the PATENT, including, the right to sue for past and future infringement damages.

ALPHASCAN HEREBY covenants and agrees that ALPHASCAN will at any time, upon the request and at the expense of SCOTT, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to the PATENT, and ALPHASCAN hereby authorizes the Commissioner of Patents and Trademarks to issue Letters Patent and any reissue or reexamination patents related to the PATENT to SCOTT.

IN TESTIMONY WHEREOF, ALPHASCAN executes this Patent Assignment on the date set forth below.

ALPHASCAN, LLC

  
By: Daniel A. Henderson, President

72-15-08  
Date

Patent Assignment  
Exhibit 1