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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Appl. No. of the U.S. Provisional Application previously recorded on Reel 021892 Frame 0332. Assignor(s) hereby confirms the Assignment.

CONVEYING PARTY DATA

Name	Execution Date
Jeff Southard	11/24/2008

RECEIVING PARTY DATA

Name:	COLLAGEWALL INC.
Street Address:	2128 GROVE STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94117

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12274294

CORRESPONDENCE DATA

(415)362-2928 Fax Number:

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Karl F. Kenna/Fliesler Meyer LLP Correspondent Name:

Address Line 1: 650 California Street

Address Line 4: San Francisco, CALIFORNIA 94108

ATTORNEY DOCKET NUMBER: COWA-01000US1

NAME OF SUBMITTER: Karl F. Kenna

Total Attachments: 4

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O:FLIESLER MEYER LLP COMPANY:650 CALIFORNIA STREET, 14TH FLOOR

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ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

PATENT

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SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, <u>Jeff Southard</u>, a resident of <u>SAN FRANCISCO</u>, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

SYSTEM FOR HANGING MULTIPLE PICTURES IN A COLLAGE USING A GRID OF SUPPORTS

- 1. and has prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on the 29th day of November, 2007, and assigned U.S. Provisional Patent Application No. 61/044,688.
- 2. and/or has executed on the 19th day of November, 2008, a declaration or oath for an application for a United States patent disclosing and identifying the invention and/or said application having been filed on the 19th day of November, 2008, and assigned U.S. Patent Application No. 12/274,294.

WHEREAS <u>Collage Wall Inc.</u> (hereinafter termed "Assignee"), a corporation of the State of <u>California</u>, having a place of business at <u>2128 Grove Street</u>, <u>San Francisco</u>, <u>94117</u>, State of <u>California</u>, wishes to acquire the entire right, title and interest in and to said application(s) and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patent applications, 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 from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application(s) and said invention; (b) in and to all rights to apply in any and all countries of the world for patent applications, 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, 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 invention 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, specifications, 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 provisional, utility, 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 actions, invalidity actions, and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

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- 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, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor 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 as given below and delivered this instrument to said Assignee:

11/24/2008

Date

Jeff Southard

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