

RE 1/2/09
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OMB No. 0651-0027 (exp. 01/31/12)

02-10-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

SHEET



To the Director of the U.S. P

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ached documents or the new address(es) below.

1. Name of conveying party(ies)

Sigma Communications, LLC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/31/2008

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Name and address of receiving party(ies)

Name: Plant Equipment Inc., dba PlantCML

Internal Address:

Street Address: 42505 Rio Nedo

City: Temecula

State: CA

Country: USA

Zip: 92590

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

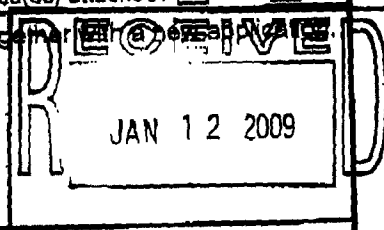
10/862742
11/041790
10/348693

☐ This document is being filed together with

B. Patent No.(s)

5912947
6009149
6556664
6567504
6678358

Additional numbers attached? ☐ Yes ☒ No



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

Name: Drew Hamilton - Knobbe Martens Olson & Bear LLP

Internal Address:

Street Address: 550 West C Street, Suite 1200

City: San Diego

State: CA

Zip: 92101

Phone Number: 619-687-8530

Fax Number: 619-235-0176

Email Address: dhamilton@kmoob.com

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 1.21(h) & 3.41) \$360.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 61/12/2009 NJMML 00000126 18552742

Authorized User Name: 268.88 00

9. Signature:

Signature

Tiffany M. Baughman
Name of Person Signing

Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1480

Assignment of Patents

This ASSIGNMENT AGREEMENT made as of the 31st day of December, 2008, by and between Sigma Communications, L.L.C., an Indiana limited liability company with its principal place of business at 42505 Rio Nedo, P.O. Box 9007, Temecula CA 92589 ("Assignor"), and Plant Equipment Inc. dba PlantCML, a California corporation with its principal place of business at 42505 Rio Nedo, P.O. Box 9007, Temecula CA 92589 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Merger Agreement dated as of December 31, 2008 (the "Merger Agreement"). In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Inventions").

NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Merger Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, Assignor's entire worldwide right, title and interest in, to and under the Inventions, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any related thereto, whether arising prior to or subsequent to the date of this Assignment Agreement, and all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries, including Canada, to be obtained for said Inventions by said application or any continuation, division, renewal, continuation in part, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment Agreement not been made.

Assignor hereby covenants that it has the full right to convey the entire right, title, and interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor hereby covenants and agrees that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the applications, Inventions, and Letters Patent and legal equivalents in foreign countries as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its designee any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and

enforce said application, said Invention and said Letters Patent and said equivalents therefor in any foreign country which may be necessary or desirable to carry out the purposes hereof. Assignee's damages related to this Assignment Agreement shall be limited solely to the consideration to be paid under this Assignment Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof. This Assignment Agreement sets forth the entire agreement between the parties. No amendment or modification of this Agreement shall be made except by a writing signed by both parties. This Agreement may be executed in counterparts, without affecting the enforceability thereof.

IN WITNESS WHEREOF, the following hereby set their hand and seal.

ASSIGNOR

Sigma Communications, L.L.C.

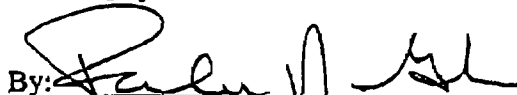
By: 

Name: Paula N. Graham

Title: Secretary

ASSIGNEE

Plant Equipment Inc. dba PlantCML

By: 

Name: Paula N. Graham

Title: Secretary

PATENT

REEL: 022248 FRAME: 0212

SCHEDULE A**Registered Patents**

Reg./Serial No.	Jurisdiction	Patent Title	Registration Date	Status
5912947	USA	Public Notification System and Method	06/15/1999	Registered
6009149	USA	Automated calling system with database updating by callee	12/28/1999	Registered
6556664	USA	Automated calling system with database updating by callee	04/29/2003	Registered
6567504	USA	Automated calling system with database updating	05/20/2003	Registered
6678358	USA	Automated nodal calling system	01/13/2004	Registered
5559867	USA	Automated calling system with database updating	09/24/1996	Registered

Pending Patent Applications

Patent Application No.	Jurisdiction	Patent Title	Filing Date	Status
10/862742	USA	Automated mobile notification system	06/07/2004	Pending
11/041790	USA	Satellite radio warning system and method	01/24/2005	Pending
10/348693	USA	Method and system for delivery of location specific information	01/22/2003	Pending

PATENT**RECORDED: 01/12/2009****REEL: 022248 FRAME: 0213**