

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BlueLeaf LLC	02/17/2009
RECEIVING PARTY DATA	
Name:	BlueLeaf, Security, Inc.
Street Address:	35111 F Newark Blvd.
Internal Address:	Suite 261
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11933346
CORRESPONDENCE DATA	
Fax Number:	(650)493-4549
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 493-4540
Email:	patent@sawyerlawgroup.com
Correspondent Name:	Sawyer Law Group, LLP
Address Line 1:	2465 E. Bayshore Rd.
Address Line 2:	Suite 406
Address Line 4:	Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	BLUELEAF11933346
NAME OF SUBMITTER:	Joseph A. Sawyer, Jr.
Total Attachments: 5 source=3338P_Assignment#page1.tif source=3338P_Assignment#page2.tif	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Blue Leaf LLC, a California limited liability company ("*Assignor*"), does hereby sell, assign, transfer, and convey unto BlueLeaf Security, Inc., a Delaware company, having an address at 35111 F Newark Blvd., Suite 261, Newark, CA 94560 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7349544 (10/946851)	US	3/25/2008 (9/21/2004)	Wireless perimeter security device and network using same Tiwari, Sameer
EP20050798070	EP	9/15/2005	Wireless perimeter security device and network using same Tiwari, Sameer
KR20077008578	KR	4/16/2007	Wireless perimeter security device and network using same Tiwari, Sameer
11/933,346	US	10/31/2007	Wireless perimeter security device and network using same Tiwari, Sameer
11/933,336	US	10/31/2007	Wireless perimeter security device and network using same Tiwari, Sameer
11/933,327	US	10/31/2007	Wireless perimeter security device and network using same Tiwari, Sameer
11/933,314	US	10/31/2007	Wireless perimeter security device and network using

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			same Tiwari, Sameer
11/933,299	US	10/31/2007	Wireless perimeter security device and network using same Tiwari, Sameer
60/504,615	US	9/22/2003	Wireless perimeter security device and network using same Tiwari, Sameer
60/531,972	US	12/24/2003	Device to block out wireless LANs within a configurable defined perimeter Tiwari, Sameer
PCT/US05/32996	WO	9/15/2005	Wireless perimeter security device and network using same Tiwari, Sameer

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements,

options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

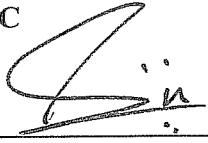
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Newark, CA on February 17, 2009.

ASSIGNOR:

Blue Leaf LLC

By: 
Name: Anil Dixit
Title: Authorized Officer
(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of ANIL DIXIT to the above Assignment of Patent Rights on behalf of Blue Leaf LLC and makes the following statements:


1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. ANIL DIXIT is ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) and appeared before me on

FEB 17, 2009 to execute the above Assignment of Patent Rights on behalf of Blue Leaf LLC.

3. ANIL DIXIT subscribed to the above Assignment of Patent Rights on behalf of Blue Leaf LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 02/17/2009 (date)


Print Name: VIKRAMDEEP SINGH RANDHAWA

