

Form PTO-1595 (Rev. 09-08)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Barry Messner

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

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

Execution Date(s) 10/28/2008

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

### 2. Name and address of receiving party(ies)

Name: MerchSource, LLC

Internal Address: \_\_\_\_\_

Street Address: 19517 Pauling

City: Foothill Ranch

State: California

Country: U.S. Zip: 92610

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

### 4. Application or patent number(s):

A. Patent Application No.(s)

29/320,434

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jennifer H. Hamilton

Internal Address: \_\_\_\_\_

Street Address: The Eclipse Group LLP  
10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA Zip: 91344

Phone Number: (818) 488-8141

Fax Number: (818) 332-4205

Email Address: jhh@eclipsgrp.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

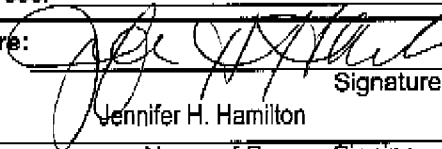
- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 50-2542

Authorized User Name Jennifer H. Hamilton

### 9. Signature:

  
 Signature  
 Jennifer H. Hamilton

3/5/09  
 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:  
 Malt Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 29320434

Atty. Docket: MS08002USDP

PATENT

### ASSIGNMENT

This Assignment ("Assignment") shall be effective as of June 26, 2008 ("Effective Date") by and between:

Barry Messner, residing at 744 S. Hidden Creek Circle, Anaheim Hills, CA 92808 ("ASSIGNOR"); and

MerchSource, LLC, a California limited liability company, having a principal place of business at 19517 Pauling, Foothill Ranch, CA 92610 ("ASSIGNEE").

#### **1.0 BACKGROUND**

1.1 ASSIGNOR, through ASSIGNOR'S fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "JUMBO REMOTE CONTROL", U.S. Design Patent Application Serial No. 29/320,434 filed on June 26, 2008 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR'S employment with ASSIGNEE, and/or based upon the duty of fidelity of ASSIGNOR to ASSIGNEE, agrees to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR'S employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to ASSIGNEE in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

#### **2.0 ASSIGNMENT**

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR does hereby assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNOR also assigns all of ASSIGNOR'S right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

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2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

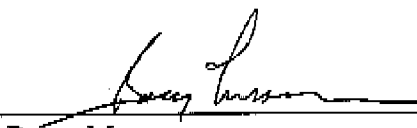
2.6 ASSIGNOR further covenants that, upon ASSIGNEE'S request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR'S heirs, legal representatives and assigns.

Date

Oct 28, 2008

By

  
Barry Messner