

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS J. ENGELLENER	04/17/2009
RECEIVING PARTY DATA	
Name:	XALOTROFF FUND V, LIMITED LIABILITY COMPANY
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5798693
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<p>Total Attachments: 4</p> <p>source=Thomas J Engellenner Assgt to Xalotroff Fund V Limited Liability Company#page1.tif</p> <p>source=Thomas J Engellenner Assgt to Xalotroff Fund V Limited Liability Company#page2.tif</p>	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Thomas J. Engellenner, an individual residing at 11 Birch Hill Road, Newton, MA 02465 (“**Assignor**”), does hereby sell, assign, transfer, and convey unto Xalotroff Fund V, Limited Liability Company, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 101, Dover, Delaware 19904 (“**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 patent applications and patent listed in the table below (the “**Patent**”);

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
5,798,693	US	6/7/1995	Electronic locating systems Thomas Engellenner
5,786,764	US	3/4/1997	Voice activated electronic locating systems Thomas Engellenner
6,057,756	US	8/14/1998	Electronic locating systems Thomas Engellenner
6,388,569	US	5/2/2000	Electronic locating systems Thomas Engellenner
6,891,469	US	5/14/2002	Electronic locating systems Thomas Engellenner
7,321,296	US	5/9/2005	Electronic locating systems Thomas Engellenner
12/016,807	US	1/18/2008	Electronic locating systems Thomas Engellenner

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

- (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 inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(e) 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 (d), 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;

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

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(g) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (a) through (f).

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 the Letter 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. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

[REMAINDER OF PAGE LEFT INENTIONALLY BLANK]

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 Proton Massachusetts
on April 17, 2009.

ASSIGNOR:

By: 

(Thomas J. Engellenner, Signature *MUST* be attested)

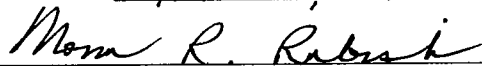
ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Thomas J. Engellenner to the above Assignment of Patent Rights on behalf of Thomas J. Engellenner 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. Thomas J. Engellenner is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 4/17/2009, 2009 to execute the above Assignment of Patent Rights on behalf of Thomas J. Engellenner.
3. Thomas J. Engellenner subscribed to the above Assignment of Patent Rights on behalf of Thomas J. Engellenner.

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 APRIL 17, 2009 (date)


Print Name: MONA R. ROBRISH