

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 7/31/2008)

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)

DriveOk, Inc.

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

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

Execution Date(s) April 27, 2009

- ☒ 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: PROCON, Inc.

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

Street Address: 2035 Lakeside Center Way

Suite 125

City: Knoxville

State: Tennessee

Country: US Zip: 37922

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

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

A. Patent Application No.(s)

12/110,251  
11/649,070

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

B. Patent No.(s)

7,366,551

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael D. Van Loy

Internal Address: Mintz, Levin, Cohn, Ferris, Glovsky  
and Popeo, P.C.

Street Address: 3580 Carmel Mountain Road, Suite 300

City: San Diego

State: CA Zip: 92130

Phone Number: (858) 314-1500

Fax Number: (858) 314-1501

Email Address: mdvanloy@mintz

### 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

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

### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0311

Authorized User Name Michael D. Van Loy

### 9. Signature:

  
Signature

05/01/2009

Date

Michael D. Van Loy (Reg. No.: 52,315)

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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 1450, Alexandria, V.A. 22313-1450

CH \$120.00 500311 12110251

700407097

**PATENT**  
**REEL: 022634 FRAME: 0069**

Client Ref. No. 36319

**ASSIGNMENT**

**WHEREAS, DriveOk, Inc.**, a Delaware corporation, having a place of business at 11120 Roselle Street, Suite A, San Diego, California 92121 (hereinafter "Assignor"), owns the right, title and interest in, to and under the Letters Patents, which are specifically identified and listed in Schedule A, attached hereto, incorporated herein and made a part hereof; and

**WHEREAS, PROCON, Inc.**, a Tennessee corporation having a place of business at 2035 Lakeside Center Way, Suite 125, Knoxville, Tennessee 37922 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in, to and under the Letters Patents, specifically identified and listed in Schedule A hereto, including its right to sue for and collect for past infringement thereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, sell, transfer and set over unto the Assignee its entire right, title and interest in, to and under the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto, and any and all renewals, revivals, reissues, reexaminations, and extensions thereof in the United States or in any country, including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof; and the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the inventions, discoveries and applications of the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto; the same to be held and enjoyed by the Assignee successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for the above inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications issuing on or pertaining to the inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on the above inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this

Client No. 36319

Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

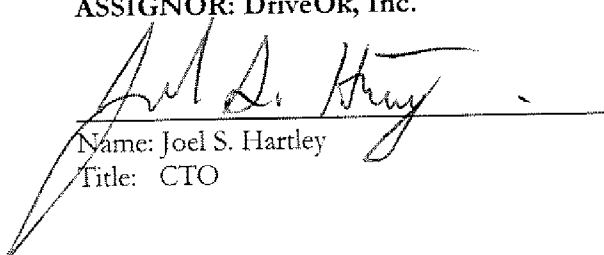
We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the invention and the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the invention and the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.


Client No. 36319

EXECUTED this 27 day of April 2009.

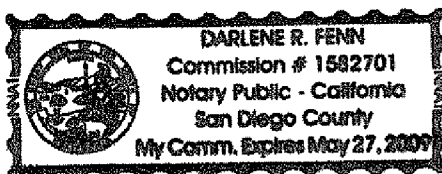
ASSIGNOR: DriveOk, Inc.

  
Name: Joel S. Hartley  
Title: CTOState of California :  
: ss.  
County of San Diego :

Before me this 27<sup>th</sup> day of April, 20 09, personally  
appeared Joel S. Hartley known to me to be the person whose name is subscribed to  
the foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

  
Notary PublicMy Commission Expires: May 27, 2009

[Notary's Seal Here]

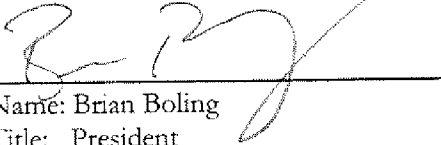


Client No. 36319

ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the  
PATENTS AND PATENT APPLICATIONS.

EXECUTED this 27 day of April 2009.

ASSIGNEE: PROCON, Inc.

  
Name: Brian Boling  
Title: President

State of California :  
: ss.

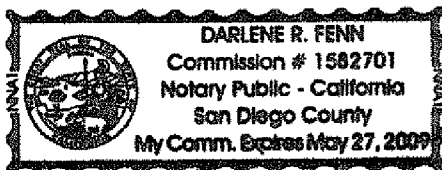
County of San Diego :

Before me this 27<sup>th</sup> day of April, 2009, personally  
appeared Brian Boling known to me to be the person whose name is subscribed to  
the foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

  
Notary Public

My Commission Expires: May 27, 2009

[Notary's Seal Here]



Client No. 36319

Schedule A

## SCHEDULE A — PATENTS

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>ATTORNEY DOCKET</u>	<u>FILING DATE</u>	<u>PATENT ISSUED</u>
Expandable, Modular Communications Apparatus With Interchangeable Device	10/971,377	36319-501	10/22/2004	US Patent No.: 7,366,551
Expandable, Modular Communications Apparatus With Wireless Interchangeable Device Authentication	12/110,251	36319-501002US	04/25/2008	Pending
Traffic Condition Monitoring Devices And Method	11/649,070	36319-502001US	01/03/2007	Pending

## ACKNOWLEDGMENT

State of California

County of San DiegoOn April 27, 2009 before me, Darlene R. Fenn, Notary Public  
(insert name and title of the officer)

personally appeared Joel S. Hartley and Brian Boling,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Darlene R. Fenn (Seal)

PATENT

REEL: 022634 FRAME: 0075

Attorney's Docket No. 36319

**OFFICIAL COMMUNICATION FACSIMILE****ATTN: MAIL STOP ASSIGNMENT****OFFICIAL FAX NO: (571) 273-0140**

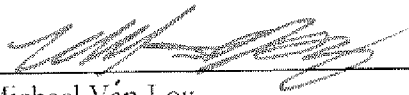
Number of pages including this page: 8

**MAIL STOP ASSIGNMENT**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attached is a **RECORDATION FORM COVER SHEET AND ASSIGNMENT** for filing under Application Numbers 10/971,377, 12/110,251, and 11/649,070 (See Schedule A attached). Please apply any charges not covered, or any credits, to Deposit Account No. 50-0311.

Respectfully Submitted,

Dated: May 1, 2009  
\_\_\_\_\_  
Michael Van Loy  
Reg. No. 52,315**PTO Customer No. 64046**

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
3580 Carmel Mountain Road, Suite 300  
San Diego, California 92130  
Telephone: (858) 314-1500  
Fax: (858) 314-1501

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at (858) 314-1501 to arrange for its return. Thank you.  
4606524v.1

**RECORDED: 05/01/2009****PATENT  
REEL: 022634 FRAME: 0076**