# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Mr. Brett Bracewell Bonner	06/08/2009
Mr. Christopher Todd Hjelm	06/08/2009
Mr. Titus Arthur Jones	06/09/2009
Mr. Gregory Michael Menz	06/08/2009
Mr. John Edward Osborne II	06/08/2009
Mr. Dion Brent Perkins	06/08/2009

## **RECEIVING PARTY DATA**

Name:	The Kroger Co.		
Street Address:	1014 Vine Street		
City:	Cincinnati		
State/Country:	ОНЮ		
Postal Code:	45202		

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12481816

## **CORRESPONDENCE DATA**

(513)746-2828 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513 762 5556 Email: tpcesq@fuse.net

Correspondent Name: Theodore P. Cummings, Attorney at law Address Line 1: 1600 Scripps Center, 312 Walnut Street

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	2009004
NAME OF SUBMITTER:	Theodore P. Cummings, Esq.

PATENT 500882189 **REEL: 022806 FRAME: 0359** 

Total Attachments: 6

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> PATENT REEL: 022806 FRAME: 0360

# ASSIGNMENT of Attorney Docket No. 2009004

(1-8)	Insert	(1)	Brett Bracewell Bonner	(3)	John Edward Osborne, II
	Names(s) of	(2)	Christopher Todd Hjelm	(6)	Dion Brent Perkins
	Inventor(s)	_	Fitus Arthur Jones	(7)	
			Gregory Michael Menz	(8)	
		In valuable		the u	
(9)	Insert Name of Assignee	(9)	The Kroger Co.		
(10)	Insert Address of Assignee	(10)	1014 Vine Street, Cincinnati,	ОН	45202
		assigns a United S all appli division Patent, e	cation for patent including any al, continuation, substitute, and	ntire 35 U and I reis	
(11)	Insert Identification Such as Title, Cas	e (11)	System of Acquiring Shopper	Insi	ghts and Influencing
	Number, or Foreig		Shopper Purchase Decisions		
	Application Number	er	Attorney Docket No. 2009004	1	
			ch the undersigned has (have) estates of America on even date		ated an application for patent in the with or
(12)	Insert Date of Filing of Application	(12)			
(13)	Alternative Identification for	(13)			
	Filed Application	filed			
and any applica assignm 2 which i	y continuing, di tions, foreign a ments in connect Each unders may be declared	visional pplication with igned ag	or reissue applications for the ins, and any patent(s) issuing the such applications and patents rees to execute all papers necessing any application or continuous	nver ereo as the ssary ation	in connection with any application ation, international PCT on, and also to execute separate the Assignee may deem necessary or in connection with any interference in or division thereof, or any patent perate with the Assignee in every
way po	ssible in obtain	ing evide	ence and going forward with su	ich ii	nterference.

Protection of Industrial Property or similar agreements. 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

may be necessary in connection with claims or provisions of the International Convention for

3) Each undersigned agrees to execute all papers and documents and perform any act which

5) Each undersigned authorizes and requests the Director of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full rights to convey the entire interest herein assigned, and

Assignment of Attorney Docket 2009004

that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants THE LAW OFFICES OF THEODORE P. CUMMINGS, LLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

		ecuted by the und	dersigned on the date(s) opposite the undersigned		
name Date	(s). (6 \ 8 \ 2009	Inventor Signature:	Brett Bracewell Bonner	(SEAL)	
Date		Inventor Signature:	Christopher Todd Hjelm	(SEAL)	
Date		Inventor Signature:	Titus Arthur Jones	(SEAL)	
Date	JUNK 8,2009	Inventor Signature:	Gregory Michael Menz	(SEAL)	
Date	6/8/09	Inventor Signature:	John Edward Osborne, II	(SEAL)	
Date	6/8/2009	Inventor Signature:	Dion Brent Perkins	(SEAL)	
		NOT	ARIZATION WALLEY		
State of OHO  County of HAMILTON  State of OHO Recorded in					
On this 8 <sup>th</sup> day of June, 2009, before me, Marie Mari					
Witness my hand and official scal.  Notary Public Signature / Notary Public Printed Warner: / Notary Public Public Printed Warner: / Notary Public P					
		/			

**REEL: 022806 FRAME: 0362** 

# **ASSIGNMENT of Attorney Docket No. 2009004**

(1-8)	Insert	(1)	Brett Bracewell Bonner	(5)	Gregory Michael Menz
	Names(s) of	(2)	Christopher Todd Hjelm	(6)	John Edward Osborne, II
	Inventor(s)		Titus Arthur Jones	(7)	Dion Brent Perkins
			Michael Aaron Jordan	(8)	
(9)	Insert Name of Assignee	valuable	n consideration of the sum of one consideration paid to each of o assign, and hereby does assign.  The Kroger Co.	the t	
(10)	Insert Address of Assignee	(10)	1014 Vine Street, Cincinnati,	ОН	45202
		assigns a United S all appli division Patent, e	cation for patent including any al, continuation, substitute, and	ntire 35 V and I reis	•
(11)	Insert Identification Such as Title, Cas		System of Acquiring Shopper	Ins	ights and Influencing
	Number, or Foreig	n	Shopper Purchase Decisions		
	Application Number	∍r -	Attorney Docket No. 200900	4	
			ch the undersigned has (have) of tates of America on even date		uted an application for patent in the with or
(12)	Insert Date of Filing of Application	(12)			
(13)	Alternative Identification for Filed Application	(13) filed _			
	,		rees to execute all papers nece	•	/ in connection with any application

- and any continuing, divisional or reissue applications for the invention, international PCT applications, foreign applications, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.
- 5) Each undersigned authorizes and requests the Director of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full rights to convey the entire interest herein assigned, and

that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants THE LAW OFFICES OF THEODORE P. CUMMINGS, LLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date		Inventor Signature:		(SEAL
Date 6	-8-09	Inventor Signature:	Brett Bracewell Bonner  Christopher Todd Hjelm	(SEAL)
Date		Inventor Signature:	Titus Arthur Jones	(SEAL)
Date		Inventor Signature:	John Edward Osborne, II	(SEAL)
Date		Inventor Signature:	Dion Brent Perkins	(SEAL)
Date		Inventor Signature:	Michael Aaron Jordan	(SEAL)
Date		Inventor Signature:	Gregory Menz	(SEAL)
		NOT	<b>FARIZATION</b>	
State of Ohio County of Ha		) ) ss. )		

On this 8<sup>th</sup> day of June, 2009, before me, Martha Cutright Sarra, personally appeared Christopher Todd Hjelm personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public Signature // Martha Cutright Sarja

MARTHA CUTRIGHT SARRA, Attorney at Law Notary Public, State of Ohio My Commission has no expiration date Section 147.03 O R. C

Page 2 of 2

## **ASSIGNMENT of Attorney Docket No. 2009004**

(1-8)	Insert	(1)	Brett Bracewell Bonner	(5)	John Edward Osborne, II
	Names(s) of	(2)	Christopher Todd Hjelm	(6)	Dion Brent Perkins
	Inventor(s)	(3)	Titus Arthur Jones	(7)	
		(4)	Gregory Michael Menz	(8)	
(9)	Insert Name of Assignee	valuable		of the	ollar (\$1.00) and/or other good and undersigned, each undersigned ransfer and set over to
(10)	Insert Address of Assignee	(10)	1014 Vine Street, Cincinn	ati, OH	45202
		assigns United S all appli division Patent, c on this i	and legal representatives, the States of America as defined cation for patent including a al, continuation, substitute,	e entire I in 35 lany and and reis	d Assignee's heirs, successors, eright, title and interest for the U.S.C. §100, in the invention, and in all provisional, non-provisional, ssue application(s), and all Letter tion certificates that may be granted
(11)	Insert Identificatio Such as Title, Cas		System of Acquiring Shop	per Ins	ights and Influencing
	Number, or Foreig	<b>j</b> n	Shopper Purchase Decision		
	Application Numb	er	Attorney Docket No. 2009		
			ch the undersigned has (hav States of America on even d		uted an application for patent in the ewith or
(12)	Insert Date of Filing of Application	(12)			
(13)	Alternative Identification for Filed Application	(13) filed			
	1) Each under	sioned ac	rrees to execute all naners no	ecessar	v in connection with any application

- 1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, international PCT applications, foreign applications, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
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- 5) Each undersigned authorizes and requests the Director of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full rights to convey the entire interest herein assigned, and

Assignment of Attorney Docket 2009004

Page 1 of 2

that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants THE LAW OFFICES OF THEODORE P. CUMMINGS, LLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s). (SEAL) Inventor Signature: Date Brett Bracewell Bonner Date Inventor Signature: (SEAL) Christopher Todd Hjelm Inventor Signature: (SEAL) Inventor Signature: Date (SEAL) Gregory Michael Menz Date Inventor Signature: (SEAL) John Edward Osborne, II Inventor Signature: Date (SEAL) Dion Brent Perkins **NOTARIZATION** State of New Mexico SS. County of Bernalillo On this day of June, 2009, before me, Titus Arthur Jones personally appeared Titus Arthur Jones proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal. Notary Public Signature  $\checkmark$ Notary Public Printed Name: \_ OFFICIAL SEAL Michelle Gonzales NOTARY PUBLIC STATE OF NEW MEXICO

RECORDED: 06/10/2009

Commission Expires: