## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
N.			ame	Execution Date	
Mr. Donald W. Mosley 07/06/2009					
RECEIVING PARTY DATA					
Name:	Mr. Michael F. Helmstetter				
Street Address:	4608 Ithaca Street				
City:	Metairie				
State/Country:	LOUISIANA				
Postal Code:	70006				
PROPERTY NUMBERS Total: 2 Property Type Number					
Application Number: 1		11624195			
Application Number: 124		12491	491319		
Application Number:       12491319         CORRESPONDENCE DATA         Fax Number:       (504)581-4440         Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone:       504-581-4445         Email:       agvicknair@shieldsmottlund.com					d D
Correspondent Name: Andrew Vicknair					
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Address Line 4: New Orleans, LOUISIANA 70130					
NAME OF SUBMITTER:         Andrew G. Vicknair					
Total Attachments: 2         source=AssignmentExecuted#page1.tif         source=AssignmentExecuted#page2.tif					

## PATENT ASSIGNMENT

This Agreement (hereinafter, referred to as "PATENT ASSIGNMENT") is by and between: Donald W. Mosley (hereinafter, collectively referred to as "ASSIGNOR") and Michael F. Helmstetter (hereinafter, referred to as "ASSIGNEE).

WHEREAS, ASSIGNOR, is co-inventor with ASSIGNEE in two currently pending patent applications: (1) patent application No. 11/624,195 filed on January 17, 2007, and (2) patent application No. 12/491,319 filed on June 25, 2009 (hereinafter, referred to as "INVENTIONS"); and

WHEREAS, ASSIGNEE, wishes to acquire the entire rights, title, and interest in the INVENTIONS, and ASSIGNOR wishes to assign all of his rights, title, and interests in the INVENTIONS to ASSIGNEE;

NOW, the ASSIGNOR and ASSIGNEE (hereinafter, collectively referred to as "Parties") agree as follows:

- 1. <u>Assignment</u>. ASSIGNOR, in consideration of the payment of ten dollars (\$10.00), the receipt whereof is acknowledged, does hereby irrevocably assign to ASSIGNEE all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the INVENTIONS as fully and entirely as the same would have been held by ASSIGNOR had this PATENT ASSIGNMENT not been executed.
- 2. <u>Representations and Warranties</u>. ASSIGNOR represents and warrants to ASSIGNEE:
  - 2.1. ASSIGNOR has the right, power and authority to enter into this PATENT ASSIGNMENT;
  - 2.2. This PATENT ASSIGNMENT is valid, binding and enforceable in accordance with its terms; and
  - 2.3. ASSIGNOR is not subject to any agreement, judgment or order inconsistent with the terms of this PATENT ASSIGNMENT.
- 3. <u>Entire Agreement</u>. This PATENT ASSIGNMENT, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 4. <u>Amendment.</u> This PATENT ASSIGNMENT may be amended only by a writing signed by all Parties executing this PATENT ASSIGNMENT.

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- 5. <u>Severability.</u> If any term, provision, covenant or condition of this PATENT ASSIGNMENT, or the application thereof to any person, entity, place or circumstance, shall be held by a court or governmental agency of competent jurisdiction to be invalid, unenforceable or void, the remainder of this PATENT ASSIGNMENT and such term, provision, covenant or condition as applied to other persons, entities, places and circumstances shall remain in full force and effect.
- 6. <u>Agreement to Perform Necessary Acts.</u> The Parties, both ASSIGNOR and ASSIGNEE, agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this PATENT ASSIGNMENT, including, but not limited to, all acts required to file this PATENT ASSIGNMENT with the United States Patent and Trademark Office.
- 7. <u>Governing Law.</u> This PATENT ASSIGNMENT shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Louisiana.
- 8. <u>Survival.</u> All terms and provisions of this PATENT ASSIGNMENT shall survive any change of control, status, or change in rights regarding the INVENTIONS for both ASSIGNOR and ASSIGNEE.
- 9. <u>Obligations.</u> The obligations of the Parties under this PATENT ASSIGNMENT shall inure to the benefit of and shall be binding upon the Parties, legal assigns, heirs, successors, their principals, officers, directors, employees, parents, subsidiaries, affiliates, licensees, merger partners, and assigns, and any party in privity with any of those, but this PATENT ASSIGNMENT may not be assigned by a party to this PATENT ASSIGNMENT to a third party except with the prior written consent of both ASSIGNOR and ASSIGNEE.
- 10. **Execution.** This PATENT ASSIGNMENT may be executed in multiple original counterparts, each of which shall constitute an original, but all of which together shall constitute but a single agreement.

### ASSIGNOR

Donald W. Mostey 7-6-09 Date:

### ASSIGNEE

Michael F. Heimstetter 0C Date: