# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Alaka'i Consulting & Engineering, Inc.	07/30/2009

## **RECEIVING PARTY DATA**

Name:	Alakai Defense Systems, Inc.
Street Address:	7887 Bryan Dairy Road
City:	Largo
State/Country:	FLORIDA
Postal Code:	33777

### PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	60914658
PCT Number:	US0861809

#### **CORRESPONDENCE DATA**

Fax Number: (813)384-2827

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

Email: docket1@fowlerwhite.com

Correspondent Name: Christopher Paradies, Ph.D./Fowler White

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Address Line 2: **Suite 1700** 

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER: 1083381

NAME OF SUBMITTER: **Christopher Paradies** 

**Total Attachments: 3** 

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PATENT

REEL: 023057 FRAME: 0344

# **ASSIGNMENT**

THIS ASSIGNMENT, effective as of the 30<sup>th</sup> day of June, 2009, between the undersigned company (hereinafter collectively referred to as ASSIGNOR), and Alakai Defense Systems, Inc. (hereinafter referred to as ASSIGNEE), a Florida company, with an office located at 7887 Bryan Dairy Road, Largo, FL 33777;

#### WITNESSETH THAT:

WHEREAS, ASSIGNOR has acquired all rights, title and interest in and to certain inventions, improvements and patent rights relating to the following patent applications:

Title: "Townsend Effect Plasma Spectrometry System" Attorney Docket No. P071422-01PV Appl. Ser. No. 60/914,658 Filing Date: April 27, 2007

#### AND

Title: "Townsend Effect Plasma Spectrometry System"
Attorney Docket No. P071422-01PV-PCT
Appl. Ser. No. PCT/US2008/061809
Filing Date: April 28, 2008

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR's entire rights, title and interest in and to the invention, improvements and patent rights;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby, without reservations:

- 1. Assigns, transfers and conveys to ASSIGNEE the entire right, title, and interest of the ASSIGNOR in and to the invention, discoveries, improvements and patent rights, the Patent Applications, any and all other applications for Letters Patent relating to the invention, discoveries, improvements and patent rights disclosed in the Patent Applications in any and all countries including, without limitation, divisional, renewal, substitute, continuation, international PCT and Convention applications based in whole or in part upon the invention, discoveries, improvements and patent rights, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for the invention, discoveries, improvements and patent rights, and every priority right that is or may be predicated upon or arise from the invention, discoveries, improvements and patent rights;
- 2. Authorizes ASSIGNEE to file patent applications in any or all countries for the invention, discoveries, improvements and patent rights in the name of ASSIGNOR, in the name of any previous assignor, who authorized the filing under a similar obligation to ASSIGNOR, or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under an

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PATENT REEL: 023057 FRAME: 0345 International Convention or otherwise;

- 3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments, regional authorities, international organizations and others to issue or transfer all said Letters Patent to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;
- 4. Warrants that ASSIGNOR has not conveyed to others any right, title, or interest in the invention, discoveries, improvements and patent rights or any license to use the same or to make, use, or sell anything embodying or utilizing any of the invention, discoveries, improvements and patent rights; that ASSIGNOR has good right to assign the same to ASSIGNEE without encumbrance; and that ASSIGNOR is aware of no claim to the contrary;
- Binds the ASSIGNOR, any previous assignor, who has a legal obligation to ASSIGNOR to do so, and the heirs, legal representatives, successors and assigns of the previous assignor and the ASSIGNOR, as applicable, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to ASSIGNOR, all acts reasonably serving to assure that the invention, discoveries, improvements and patent rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by ASSIGNOR or the heirs, legal representatives, successors and assigns of the ASSIGNOR, as applicable, if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to ASSIGNOR relating to the invention, discoveries, improvements and patent rights or the history thereof; to furnish ASSIGNEE with any and all documents, photographs, models, samples, and other physical exhibits under the control of the ASSIGNOR, in the control of any previous assignor, who has a similar obligation to the ASSIGNOR, or the heirs, legal representatives, successors or assigns of the ASSIGNOR, as applicable, which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of the invention, discoveries, improvements and patent rights; and to testify to the same in any interference, arbitration, or litigation with reasonable reimbursement as to expenses incurred as a result of such testimony; and
- 6. Authorizes the ASSIGNEE or the appointed agent of the ASSIGNEE to enter the Appl. Ser. No. and filing date of the patent application in the spaces provided herein.

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	By and on behalf of	
	Alaka'i Consulting & Engineering, Inc.	
•	(Signature) Guy P. Ontai	
130.744	(File) And Procident CEO	
U	CHTY-OF	
	On this <u>30</u> day of <u>July</u> , <u>2009</u> , before me personally came the above named <b>Guy P. Ontal</b> who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and	
	who acknowledged to me that he/she executed the same of his/her own hee will for the document	
	who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.	
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RECORDED: 08/05/2009 REEL: 023057 FRAME: 0347