

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Perry Heedley</td> <td>06/24/2009</td> </tr> <tr> <td>David Vieira</td> <td>06/23/2009</td> </tr> <tr> <td>Maoyou Sun</td> <td>04/02/2009</td> </tr> <tr> <td>James M. Little</td> <td>04/04/2009</td> </tr> </tbody> </table>		Name	Execution Date	Perry Heedley	06/24/2009	David Vieira	06/23/2009	Maoyou Sun	04/02/2009	James M. Little	04/04/2009
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James M. Little	04/04/2009										
RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>KeyEye Communications, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>9785 Goethe Rd.</td> </tr> <tr> <td>City:</td> <td>Sacramento</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95827</td> </tr> </table>		Name:	KeyEye Communications, Inc.	Street Address:	9785 Goethe Rd.	City:	Sacramento	State/Country:	CALIFORNIA	Postal Code:	95827
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PROPERTY NUMBERS Total: 2											
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CORRESPONDENCE DATA											
<p>Fax Number: (206)903-8820 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (206) 903-8800 Email: ipdocket-se@dorsey.com Correspondent Name: Dorsey & Whitney LLP Address Line 1: 1420 Fifth Avenue Address Line 2: Suite 3400 Address Line 4: Seattle, WASHINGTON 98101-4010</p>											
NAME OF SUBMITTER:	Edward W. Bulchis										
Total Attachments: 17											

CH \$80.00 12012909

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PATENT
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Fax

To:	Marwan Hassoun, Ph.D.	From:	Perry L Heedley, Ph.D.
Fax:	(512) 716-8025	Pages:	5 including cover sheet
Phone:	(512) 807-6605	Date:	6/24/09
Re:	Patent Assignment	cc:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

Marwan,

Here is the signed patent assignment, as we discussed over email.
I'll send the original via US mail later this week.

Best Regards,
Perry

ASSIGNMENT OF PATENT RIGHTS

The undersigned, Perry Heedley, David Vieira, Maoyou Sun and James M. Little, (collectively, "**Assignors**") have invented and wish to assign the inventions and improvements described and disclosed in the Patent described below (the "**Inventions**") and KeyEye Communications, Inc., a Delaware corporation ("**Assignee**"), desires to acquire the entire right, title and interest in and to the assets and rights convey, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of March 13, 2009 (this "**Assignment**").

Therefore, for valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby irrevocably and unconditionally convey, assign, and transfer to Assignee, the full extent of their right, title, and interest in and to any and all of the following (the "**Rights**");

- The Inventions and all rights in any country of the world with respect to the Inventions;
- The provisional patent applications, patent applications and patents listed in the table below, as well as all letters patent, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Inventions, as well as any and all divisions, continuations (in whole or in part), substitutions, renewal, or other applications claiming priority rights from the Patents or Inventions (the "**Patents**");
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Patents;
- All non-United States patents, patent applications, and counterparts with respect of the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Inventions and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
12/012,909	US	2/5/2008	A low spur PLL architecture James M. Little
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Assignors will not execute any writing or do any act conflicting with this Assignment of Patent Rights and, will execute all documents and do such additional acts as Assignee deems necessary to: perfect enjoyment

of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignee shall compensate Assignors for any reasonable, documented disbursements and time incurred in connection with providing assistance under this paragraph under a standard billable hour rate of Assignors.

Assignors request the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of Assignee, as Assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignors grant to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignors, their successors or assigns, and anyone properly designated by them.

ASSIGNOR:

(James M. Little, *Signature MUST be attested*)

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


The undersigned witnessed the signature of James M. Little to the above Assignment of Patent Rights on behalf of James M. Little 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. James M. Little is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of James M. Little.
3. James M. Little subscribed to the above Assignment of Patent Rights on behalf of James M. Little.

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 _____ (date)

Print Name: _____

ASSIGNOR:

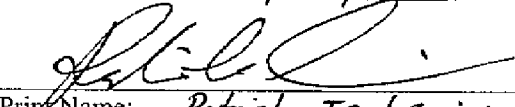

(Perry Heedley, Signature *MUST* be attested)

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

The undersigned witnessed the signature of Perry Heedley to the above Assignment of Patent Rights on behalf of Perry Heedley 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. Perry Heedley is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 6/24, 2009 to execute the above Assignment of Patent Rights on behalf of Perry Heedley.
3. Perry Heedley subscribed to the above Assignment of Patent Rights on behalf of Perry Heedley.

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 6/24/2009 (date)


Print Name: Patrick Isakanian

ASSIGNOR:

(David Vieira, Signature *MUST* be attested)

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

The undersigned witnessed the signature of David Vieira to the above Assignment of Patent Rights on behalf of David Vieira 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. David Vieira is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of David Vieira.

3. David Vieira subscribed to the above Assignment of Patent Rights on behalf of David Vieira.

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 _____ (date)

Print Name: _____

ASSIGNOR:

(Maoyou Sun, Signature *MUST* be attested)

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

The undersigned witnessed the signature of Maoyou Sun to the above Assignment of Patent Rights on behalf of Maoyou Sun 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. Maoyou Sun is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of Maoyou Sun.
3. Maoyou Sun subscribed to the above Assignment of Patent Rights on behalf of Maoyou Sun.

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.
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ASSIGNOR:

(James M. Little, *Signature MUST be attested*)

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

The undersigned witnessed the signature of James M. Little to the above Assignment of Patent Rights on behalf of James M. Little and makes the following statements:

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3. James M. Little subscribed to the above Assignment of Patent Rights on behalf of James M. Little.

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 _____ (date)

Print Name: _____

ASSIGNOR:

(Perry Heedley, Signature *MUST* be attested)

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

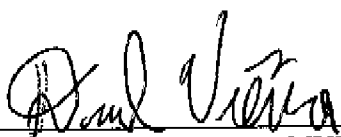
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I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.
EXECUTED on _____ (date)

Print Name: _____

ASSIGNOR:



(David Vieira, Signature *MUST* be attested)

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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. David Vieira is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on JUNE 23, 2009 to execute the above Assignment of Patent Rights on behalf of David Vieira.

3. David Vieira subscribed to the above Assignment of Patent Rights on behalf of David Vieira.

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 JUNE 23, 2009 (date)

William Barham
Print Name: WILLIAM BARHAM

ASSIGNOR:

(Maoyou Sun, Signature *MUST* be attested)

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

The undersigned witnessed the signature of Maoyou Sun to the above Assignment of Patent Rights on behalf of Maoyou Sun and makes the following statements:

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2. Maoyou Sun is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of Maoyou Sun.

3. Maoyou Sun subscribed to the above Assignment of Patent Rights on behalf of Maoyou Sun.

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ASSIGNOR:

(James M. Little, *Signature MUST be attested*)

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The undersigned witnessed the signature of James M. Little to the above Assignment of Patent Rights on behalf of James M. Little and makes the following statements:

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3. James M. Little subscribed to the above Assignment of Patent Rights on behalf of James M. Little.

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 _____ (date)

Print Name: _____

ASSIGNOR:

(Perry Heedley, *Signature MUST be attested*)

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

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3. Perry Heedley subscribed to the above Assignment of Patent Rights on behalf of Perry Heedley.

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 _____ (date)

Print Name: _____

ASSIGNOR:

(David Vieira, *Signature MUST be attested*)

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

The undersigned witnessed the signature of David Vieira to the above Assignment of Patent Rights on behalf of David Vieira 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. David Vieira is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of David Vieira.

3. David Vieira subscribed to the above Assignment of Patent Rights on behalf of David Vieira.

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 _____ (date)

Print Name: _____

ASSIGNOR:



(Maoyou Sun, Signature *MUST* be attested)

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

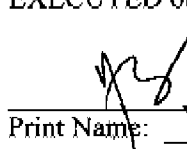
The undersigned witnessed the signature of Maoyou Sun to the above Assignment of Patent Rights on behalf of Maoyou Sun and makes the following statements:

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. Maoyou Sun is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on April 2, 2009 to execute the above Assignment of Patent Rights on behalf of Maoyou Sun.

3. Maoyou Sun subscribed to the above Assignment of Patent Rights on behalf of Maoyou Sun.

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 2, 2009 (date)


Print Name: YAN YU

ASSIGNMENT OF PATENT RIGHTS

The undersigned, Perry Heedley, David Vieira, Maoyou Sun and James M. Little, (collectively, "**Assignors**") have invented and wish to assign the inventions and improvements described and disclosed in the Patent described below (the "**Inventions**") and KeyEye Communications, Inc., a Delaware corporation ("**Assignee**"), desires to acquire the entire right, title and interest in and to the assets and rights convey, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of March 13, 2009 (this "**Assignment**").

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- All non-United States patents, patent applications, and counterparts with respect of the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Inventions and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
12/012,909	US	2/5/2008	A low spur PLL architecture James M. Little
12/284,924	US	9/25/2008	Low spur phase-locked loop architecture James M. Little

Assignors will not execute any writing or do any act conflicting with this Assignment of Patent Rights and, without further compensation, will execute all documents and do such additional acts as Assignee deems

necessary or desirable to: perfect enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of Assignee, as Assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any inventions and to claim the benefit of the right of priority thereto. Assignors grant to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignors, their successors or assigns, and anyone properly designated by them.

ASSIGNOR:



(James M. Little, Signature *MUST* be attested)

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

The undersigned witnessed the signature of James M. Little to the above Assignment of Patent Rights on behalf of James M. Little 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. James M. Little is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on April 4, 2009 to execute the above Assignment of Patent Rights on behalf of James M. Little.
3. James M. Little subscribed to the above Assignment of Patent Rights on behalf of James M. Little.

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 4 2009 (date)


Print Name: Melody Stiles

ASSIGNOR:

(Perry Heedley, *Signature MUST be attested*)

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

The undersigned witnessed the signature of Perry Heedley to the above Assignment of Patent Rights on behalf of Perry Heedley 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. Perry Heedley is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of Perry Heedley.
3. Perry Heedley subscribed to the above Assignment of Patent Rights on behalf of Perry Heedley.

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 _____ (date)

Print Name: _____

ASSIGNOR:

(David Vieira, *Signature MUST be attested*)

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

The undersigned witnessed the signature of David Vieira to the above Assignment of Patent Rights on behalf of David Vieira 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. David Vieira is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of David Vieira.

3. David Vieira subscribed to the above Assignment of Patent Rights on behalf of David Vieira.

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 _____ (date)

Print Name: _____

ASSIGNOR:

(Maoyou Sun, Signature *MUST* be attested)

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

The undersigned witnessed the signature of Maoyou Sun to the above Assignment of Patent Rights on behalf of Maoyou Sun 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. Maoyou Sun is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on _____, 2009 to execute the above Assignment of Patent Rights on behalf of Maoyou Sun.

3. Maoyou Sun subscribed to the above Assignment of Patent Rights on behalf of Maoyou Sun.

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 _____ (date)

Print Name: _____

PATENT

RECORDED: 08/25/2009

REEL: 023144 FRAME: 0220