

Form PTO-1595 (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31/2009)

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)**

JOHN T. PIENKOS

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

**2. Name and address of receiving party(ies)**

Name: PATENTBANK L.L.C.

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

Street Address: 5017 N.

HOLLYWOOD AVE.

City: WHITEFISH BAY

State: WI

Country: USA Zip: 53217

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

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

Execution Date(s) 9/14/00

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7,231,380

Additional numbers attached?  Yes  No

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

Name: JOHN T. PIENKOS

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

Street Address: 10019 N. MILLER CT.

City: MEQUON

State: WI Zip: 53092

Phone Number: (262) 643-4165

Fax Number: (262) 643-4165

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:**

1

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

40

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

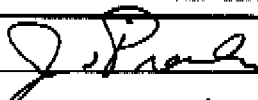
**8. Payment Information**

SEE CREDIT CARD  
PAYMENT FORM ATTACHED

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

JOHN T. PIENKOS

Name of Person Signing

9/9/09  
Date

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

4

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

OP \$40.00 7231380

## ASSIGNMENT AND AGREEMENT

WHEREAS, John T. Pienkos, formerly of 5017 N. Hollywood Ave., Whitefish Bay, Wisconsin 53217 and now residing at 1104 N. Marshall St., Apt. 401, Milwaukee, Wisconsin 53202 (hereinafter referred to as the "ASSIGNOR") has invented a certain invention entitled "Apparatus and Method for Providing Product Location Information to Customers in a Store" for which a provisional application for United States Letters Patent was filed on October 9, 1999 as Application No. 60/158,444, and a nonprovisional application for United States Letters Patent was filed on July 23, 2000 as Application No. 09/626365, the nonprovisional application claiming the benefit of the provisional application;

WHEREAS, Patentbank L.L.C., a limited liability corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 5017 N. Hollywood Ave, Whitefish Bay, Wisconsin 53217 (hereinafter referred to as the "ASSIGNEE") is desirous of acquiring the entire interest therein; and

WHEREAS, the ASSIGNOR has caused the formation of the ASSIGNEE, has paid all expenses incident to and arising out of the organization of the ASSIGNEE, and wishes to make a further capital contribution to the ASSIGNEE both in recognition of and as a confirmation of the exclusive ownership by the ASSIGNOR of all of the membership interests in the ASSIGNEE;

NOW THEREFORE, in consideration of One Dollar (\$1.00), in consideration of the confirmation by the ASSIGNEE that the ASSIGNOR exclusively owns all of the membership interests in the ASSIGNEE, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto the ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title and interest to be held and enjoyed by the ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the ASSIGNOR had this Assignment not been made.

THE ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to the ASSIGNEE as assignee of the entire interest, for the sole use and benefit of the ASSIGNEE, its successors and assigns.

THE ASSIGNOR HEREBY AGREES (a) to communicate to the ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to the ASSIGNOR respecting said invention or inventions, improvements, and

modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by the ASSIGNEE; (b) to testify in person or by affidavit as required by the ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by the ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to the ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

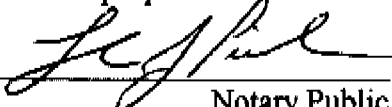
THE ASSIGNOR HEREBY REPRESENTS AND WARRANTS that the ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that the ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

Executed this 14<sup>th</sup> day of September, 2000.

  
John T. Pienkos  
ASSIGNOR

State of WI)  
) ss.  
County of Milwaukee)

On this 14<sup>th</sup> day of September, 2000, before me, a notary public in and for said county, appeared John T. Pienkos, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

  
Notary Public  
My Commission Expires: Permanent

(Seal)

Endorsed: Angela T. Pienkos  
Angela T. Pienkos  
Sole Manager, the ASSIGNEE

Date: 9/14/00

Endorsed: Nicole A. Dudzik  
Nicole A. Dudzik,  
President, the ASSIGNEE

Date: 9/14/00