

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Glyn Barry SMITH	07/21/2008

RECEIVING PARTY DATA

Name:	Vidicom Limited
Street Address:	1 Millenium House
Internal Address:	Peak Business Park
City:	Chesterfield
State/Country:	UNITED KINGDOM
Postal Code:	S41 9RF

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12406064
Application Number:	12406073
Application Number:	12406077
Application Number:	12406084
Application Number:	12406573
Application Number:	12406583
Application Number:	12473230

CORRESPONDENCE DATA

Fax Number: (650)462-7851

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

Phone: (650)328-8500

Email: COLLETTEA@GTLAW.COM

Correspondent Name: GREENBERG TRAUIG, LLP

Address Line 1: 2450 COLORADO AVENUE SUITE 400E

Address Line 2: IP DOCKETING

500961728

PATENT
REEL: 023227 FRAME: 0954

CH \$280.00 12406064

Address Line 4: SANTA MONICA, CALIFORNIA 90404

ATTORNEY DOCKET NUMBER:

116227-200000

NAME OF SUBMITTER:

John P. Ward

Total Attachments: 7

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DATED: 21st July 2008

WE HEREBY CERTIFY
THAT THIS IS A TRUE COPY OF
THE ORIGINAL

.....

- (1) Glyn Barry Smith
- (2) Thomas Kirk
- (3) Daniel Baskerville
- and
- (4) Vidicom Limited

INTELLECTUAL PROPERTY ASSIGNMENT

**Bird & Bird
15 Fetter Lane
London EC4A 1JP**

Tel: 0207 415 6000
Fax: 0207 415 6111

Ref: TBH/AFM/INDVE.0010

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**PATENT
REEL: 023227 FRAME: 0956**

THIS AGREEMENT is entered into as a DEED on 21st July 2008

BETWEEN

Parties:

- (1) GLYN BARRY SMITH of Manor Farm, Church Lane North, Old Whittington, Chesterfield, Derbyshire S41 9QY (the "**First Assignor**");
- (2) THOMAS KIRK of 4 Holmebank West, Chesterfield, Derbyshire S40 4AS (the "**Second Assignor**");
- (3) DANIEL BASKERVILLE of 1 Greendale Avenue, Holymoorside, Chesterfield, Derbyshire S42 7DT (the "**Third Assignor**"); and
- (4) VIDICOM LIMITED, a private limited company registered in England and Wales under company number 05044979 whose registered office is at 1 Millenium House, Peak Business Park, Chesterfield, Derbyshire S41 9RF (the "**Assignee**").

RECITALS

- (A) A number of patent applications have been made to the Intellectual Property Office of the United Kingdom under the Patents Act 1977 under Application Numbers listed in the Schedule and to the United States Patent and Trademark Office (the "**Applications**").
- (B) The First Assignor has agreed to assign to the Assignee all and any interest the First Assignor has in the Applications and all its rights, title and interest therein upon the terms and conditions set out below.
- (C) The Assignors have each agreed to assign to the Assignee all and any interest the Assignors have in the Inventions and the Assignor IPR and all its rights, title and interest therein upon the terms and conditions set out below.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Agreement, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"**Assigned IPR**" means Applications, the Inventions and the Assignor IPR;

"**Assignor IPR**" means, in respect of an Assignor, all Intellectual Property Rights owned by such Assignor that were created or acquired in connection with the Assignee or the business of the Assignee or any of its subsidiaries;

"**Assignors**" means the First Assignor, the Second Assignor and the Third Assignor or any one or more of them, as the context requires;

"Applications" has the meaning given in the Recitals;

"Invention" means, in respect of an Assignor, any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium which pertain or are actually or potentially useful to the commercial or industrial activities from time to time of the Assignee, made, devised or discovered, whether in whole or in part by such Assignor and irrespective of whether they were so made, devised or discovered during normal working hours or using the facilities of the Assignee;

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 any reference to the Recitals, a clause or Schedule is to the relevant Recital item, clause or schedule of or to this Agreement;
- 1.2.2 clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.3 use of the singular includes the plural and vice versa;
- 1.2.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 reference to a party includes its successors and permitted assigns.

2. ASSIGNMENT

2.1 Each Assignor HEREBY ASSIGNS with full title guarantee to the Assignee:

- 2.1.1 his Inventions and the full and exclusive benefit of them;
- 2.1.2 his Assignor IPR and the full and exclusive benefit of the same;
- 2.1.3 all of his the rights in and to the Applications and the full and exclusive benefit of them and all rights privileges and advantages associated with them;
- 2.1.4 the full right to apply for and obtain patents or other similar forms of protection in respect of his Inventions in the United Kingdom and throughout the world;

- 2.1.5 the right to make any new application or applications in respect of any part or parts of the subject-matter of any application or specification filed in connection with his Inventions in the United Kingdom and the right to claim priority under section 5 of the Patents Act 1977 from the Applications;
- 2.1.6 any patents under the Patents Act 1977 or other similar forms of protection granted in respect of his Inventions in the United Kingdom pursuant to the Applications;
- 2.1.7 the right to bring proceedings (in the United Kingdom under section 61 or section 69 of the Patents Act 1977) for any previous infringement of the rights assigned by this Assignment; and
- 2.1.8 the right to claim priority of the Applications under the Paris Convention (as amended) when making applications in countries or territories outside the United Kingdom to hold the same unto the Assignee absolutely.

3. ASSIGNORS' UNDERTAKINGS

3.1 The Assignors each hereby undertake:

- 3.1.1 for a period of one year from the date of this Agreement, not to publish or disclose any particulars of any Invention or Application to any person; and
- 3.1.2 not to register nor attempt to register any Intellectual Property Rights arising from or relating to any of the Inventions, unless requested to do so by the Assignee.

4. FURTHER ASSURANCE

4.1 Each Assignor hereby covenants with the Assignee that he will at the expense of the Assignee:

- 4.1.1 promptly execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned;
- 4.1.2 if requested to do so by the Assignee, apply for any patents or other forms of protection in respect of the Inventions and/or the Assigned IPR throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct;

5. WARRANTIES


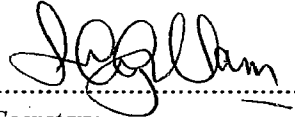
5.1 Each of the Assignors hereby severally warrants to the Assignee that:

- 5.1.1 he has not given and will not give permission to any third party to use any of the Inventions, nor any of the Intellectual Property Rights in the Inventions;


- 5.1.2 apart from the Applications, he does not own any registered Intellectual Property Rights or applications to register Intellectual Property Rights;
- 5.1.3 the Assigned IPR includes all of the Intellectual Property Rights that have been created or acquired by him at any time in connection with the business of the Assignee and/or its subsidiaries;
- 5.1.4 no third party has been authorised to use the Assigned IPR nor been granted any other right, title or interest in the Assigned IPR.

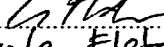
IN WITNESS WHEREOF this Agreement is executed as a Deed and is intended by the parties hereto to be delivered on the date and year first above written.

EXECUTED and DELIVERED as a DEED
by **VIDICOM LIMITED**


) 
) Director
) 
) Director/Secretary

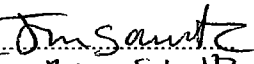
SIGNED as a DEED and DELIVERED
by **GLYN BARRY SMITH**

) 
)
in the presence of:

Witness signature: 
Witness name: Kyle Fletcher
Witness address: 4 Park
Avenue, North Vinfield
Chesterfield S42 5PF
Witness occupation: Student

SIGNED as a DEED and DELIVERED
by **THOMAS KIRK**

) 
)
in the presence of:

Witness signature: 
Witness name: Jonathan Schultz
Witness address: 9 Old Mill Drive
Chesterfield S41 9SA
Witness occupation: Programmer

SIGNED as a DEED and DELIVERED

)

by DANIEL BASKERVILLE

Daniel Baskerville.....
in the presence of:

Witness signature: *Jon Smith*
Witness name: *Jonathan Smith*
Witness address: *9 Old Mill Drive*
Chesterfield
Sal. 95a
Witness occupation: *Programmer*

SCHEDULE

UK Patent Application Numbers:

- 0809386.6
- 0809383.3
- 0809382.5
- 0809381.7