

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/15/2009

**CONVEYING PARTY DATA**

Name	Execution Date
SimpleAir Holding, Inc.	09/15/2009

**RECEIVING PARTY DATA**

Name:	SimpleAir, Inc.
Street Address:	1400 Preston Rd.
Internal Address:	Suite 400
City:	Plano
State/Country:	TEXAS
Postal Code:	75093

**PROPERTY NUMBERS Total: 5**

Property Type	Number
Application Number:	11409396
Patent Number:	6167426
Patent Number:	6735614
Patent Number:	6021433
Patent Number:	7035914

**CORRESPONDENCE DATA**

Fax Number: (972)665-9881  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9726659880  
 Email: jpayne@simpleair.com  
 Correspondent Name: John Payne  
 Address Line 1: 1400 Preston Rd.  
 Address Line 2: Suite 400  
 Address Line 4: Plano, TEXAS 75093

**OP \$200.00 11409396**

NAME OF SUBMITTER:

John Payne

**Total Attachments: 5**

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## Office of the Secretary of State

### CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

SimpleAir Holdings, Inc.  
Foreign For-Profit Corporation  
California, USA  
[Entity not of Record, Filing Number Not Available]

Into

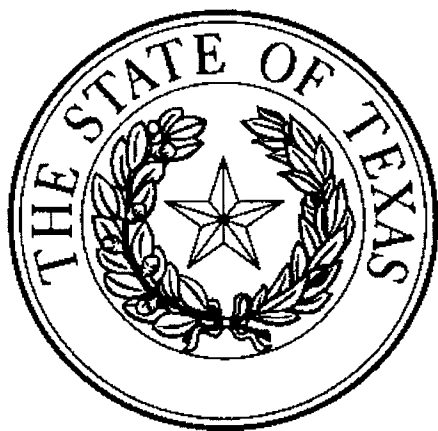
SimpleAir, Inc.  
Domestic For-Profit Corporation  
[File Number: 801157692]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 09/15/2009

Effective: 09/15/2009



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made as of the 15th day of September, 2009, by and between SimpleAir, Inc., a Texas corporation (the "Company"), and SimpleAir Holdings, Inc., a California corporation ("Target" and, together with the Company, the "Constituent Entities").

### WITNESSETH:

WHEREAS, the shareholders and Board of Directors of each of the Company and Target have deemed it advisable and in the best interests of the Company and Target, respectively, for Target to merge with and into the Company, with the Company to be the surviving entity (the "Surviving Corporation") of such transaction (such transaction hereinafter referred to as the "Merger"), pursuant to and in accordance with the applicable provisions of the Texas Business Organizations Code (the "TBOC");

WHEREAS, the shareholders and Board of Directors of each of the Company and Target have adopted and approved this Plan and the Merger in accordance with the provisions of the TBOC and the charter documents of the Company and Target; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### 1. THE MERGER

1.1 **Delivery and Filing of the Plan.** The Constituent Entities shall cause this Plan to be executed and delivered and will use all reasonable efforts to cause a certificate of merger with respect to the merger (the "Certificate of Merger"), to be filed in the office of the Secretary of State of the State of Texas and to cause corresponding appropriate documents to be filed in the State of California.

1.2 **Effective Time of the Merger.** The Merger shall be effective upon acceptance of the filing of the Certificate of Merger by the Secretary of State of the State of Texas (the "Effective Time"). At the Effective Time, Target shall be merged with and into the Company, in accordance with the terms and provisions of this Plan, the separate existence of Target shall cease and the Company shall be the Surviving Entity of the Merger. The Merger shall be effected in a single transaction.

1.3 **Certificate of Formation and Bylaws of the Surviving Corporation.** The Certificate of Formation of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Corporation until thereafter amended as provided by the TBOC or such Certificate of Formation. The bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by the TBOC, the Certificate of Formation of the Surviving Corporation or such bylaws.

**1.4 Certain Information With Respect to the Capital Stock of the Constituent Entities.** As of the date of this Plan, the authorized capital stock of the Company consists of ten thousand (10,000) shares of common stock, no par value per share (the "Company Common Stock"), of which ten thousand (10,000) shares of Company Common Stock are issued and outstanding. As of the date of this Plan, the authorized capital stock of the Target consists of 100,000,000 shares of common stock, with no par value per share (the "Target Common Stock"), of which 10,000,000 shares of Target Common Stock are issued and outstanding, as well as 10,000,000 shares of preferred stock, with no par value per share (the "Target Preferred Stock"), of which no shares are issued and outstanding.

**1.5 Effect of Merger.** At the Effective Time, the effect of the Merger shall be as provided by the TBOC. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Target shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Target shall become the debts, liabilities and duties of the Surviving Corporation.

**1.5.1 Transfer of intellectual property rights and claims for past infringement.** The Constituent Companies expressly agree and acknowledge that, as a result of the Merger, all intellectual property (including all patents, patent applications, trademarks, and copyrights) owned by the Target at the time of the Merger, including but not limited to all right, title, and interest in the universe in and to the patents and patent applications (and any continuation, continuation-in-part, divisionals, reissues, reexaminations, or foreign counterparts related to, resulting from, or claiming priority to any of the Target's patents or patent applications) identified in Table 1.5.1 below, along with all rights to sue for and collect damages for past infringement of the intellectual property, including specifically any damages for past infringement of the patents and patent applications identified in Table 1.5.1 (collectively, the "Intellectual Property"), are transferred and assigned to the Surviving Corporation by operation of TBOC. To the extent that there is any potential ambiguity as to the operation of the TBOC with respect the transfer of ownership or rights to sue for and collect for past infringement of any of the Intellectual Property, Target hereby transfers, assigns, and quitclaims the full, exclusive, and entire right, title, and interest to the Intellectual Property throughout the Universe, including any and all rights (including causes of action for damages) associated with infringements of the Intellectual Property that took place prior to the date of the Merger, to the Surviving Corporation, the same to be held and enjoyed by the Surviving Corporation for its own use and enjoyment, and for its legal representatives, successors, and assignees, to the full end of the term for which the Intellectual Property is granted or unexpired, as fully and entirely as the same would have been held by Target had the Merger, or this assignment, not taken place.

**Table 1.5.1**

Patent/Application Number	Title	Filing date	Issue date
U.S. Patent No. 6,167,426	"Contact alerts for unconnected users"	November 14, 1997	December 26, 2000

U.S. Patent No. 6,735,614	“Contact alerts for unconnected users”	June 6, 2000	May 11, 2004
U.S. Patent No. 6,021,433	“System and method for transmission of data”	January 24, 1997	February 1, 2000
U.S. Patent No. 7,035,914	“System and method for transmission of data”	July 9, 1999	April 25, 2006
Application No. 11/409,396	“System and method for transmission of data”	April 21, 2006	n/a

1.6 **Execution Copy of Plan; Copies to Stockholders and Members.** The executed Plan will be held on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 1400 Preston Road, Suite 400, Plano, Texas 75093. A copy of the Plan will be furnished by the Surviving Corporation, on written request and without cost, to any shareholder of either of the Constituent Entities.

1.7 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of Target or the Company:

- a. All of the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time, shall remain outstanding and not be impacted by the Merger.
- b. Each share of Target Common Stock issued and outstanding immediately prior to the Effective Time shall be shall by virtue of the Merger be canceled and extinguished without any conversion thereof, and no payment shall be made with respect thereto.

## 2. **GENERAL PROVISIONS**

2.1 **Amendment.** This Plan may be modified or amended only by a written instrument duly executed by each of the Constituent Entities acting through their respective authorized representatives.

2.2 **Counterparts.** This Plan may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

2.3 **Assignment.** Neither this Agreement nor any right created hereby or in any agreement entered into in connection with the transactions contemplated hereby shall be assignable by any party hereto without the prior consent of the other parties.

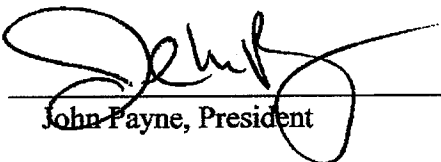
2.4 **Entire Agreement.** This Agreement and the agreements contemplated hereby constitute the entire agreement of the parties regarding the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

2.5 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.


2.6 **Governing Law.** This contract, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the day and year first above written.

**SimpleAir, Inc.,**  
a Texas corporation

By:   
John Payne, President

**SimpleAir Holdings, Inc.,**  
a California corporation

By:   
John Payne, Chairman