

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Kroger Co.	10/09/2009
RECEIVING PARTY DATA	
Name:	Sunrise R&D Holdings, LLC
Street Address:	1014 Vine Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	11859703
Application Number:	12353817
Application Number:	12353760
Application Number:	12401986
Application Number:	12408581
Application Number:	12427012
Application Number:	12481816
Application Number:	61110202
Application Number:	61163644
CORRESPONDENCE DATA	
Fax Number:	(513)746-2828
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	cbolden@consultwolfe.com
Correspondent Name:	Theodore P. Cummings/CAB
Address Line 1:	1600 Scripps Center
Address Line 2:	312 Walnut Street

OP \$360.00 11859703

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PATENT
REEL: 023399 FRAME: 0322

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Theodore P. Cummings

Total Attachments: 2

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**PATENT ASSIGNMENT AGREEMENT BETWEEN THE KROGER CO. AND
SUNRISE R&D HOLDINGS, LLC**

- (1) Insert Name of Assignee (1) The Kroger Co.
- (2) Insert Address of Assignee (2) 1014 Vine Street, Cincinnati, OH 45202

In consideration of the sum of one dollar (\$1.00) and/or other good and valuable consideration paid to the undersigned, the undersigned agrees to assign, and hereby does assign, transfer and set over to

- (3) Insert Name of Assignee (3) Sunrise R&D Holdings, LLC
- (4) Insert Address of Assignee (4) 1014 Vine Street, Cincinnati, OH 45202

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all application for patent including any and all provisional, non-provisional, divisional, continuation, substitute, and reissue application(s), and all Letter Patent, extensions, reissues and reexamination certificates that may be granted on this invention known as

- (5) Insert Identification Such as Title, Case Number, or Foreign Application Number (5) United States Application Nos. 11/859,703 filed on 09/21/2007; 12/058,705 filed on 03/29/2008; 12/172,326 filed on 07/14/2008; 12/353,817 filed on 01/14/2009; 12/353,760 filed on 01/14/2009; 12/401,986 filed on 03/11/2009; 12/236,481 filed on 09/23/2008; 12/408,581 filed on 03/20/2009; 12/427,012 filed on 04/21/2009; 12/481,816 filed on 06/10/2009; 60/959,470 filed on 07/13/2007; 60/974,484 filed on 09/23/2007; 61/011,125 filed on 01/15/2008; 61/065,166 filed on 02/08/2008; 61/069,076 filed on 03/12/2008; 61/070,344 filed on 03/21/2008; 61/061,662 filed on 06/16/2008; 61/110,202 filed on 10/31/2008; 61/046,820 filed on 04/22/2008; 61/163,644 filed on 03/26/2009; PCT Application Nos. PCT/US2008/70016 filed on 07/14/2008; PCT/US2009/000232 filed on 01/15/2009; PCT/US2009/000231 filed on 01/15/2009; PCT/US2009/0001567 filed on 03/12/2009; PCT/US2009/001804 filed on 03/23/2009; PCT/US2009/02497 filed on 04/22/2009; PCT/US2009/003540 filed on 06/11/2009; Korean Patent Application No. 10-2009-0063928 filed on 07/14/2009; Japanese Patent Application No. 2009-165283 filed on 07/14/2009; Russian Patent Application No. 2009126663 filed on 07/14/2009, and Canadian Patent Application No. 2,671,693 filed on 07/14/2009.

For which the undersigned has (have) executed an application for patent in the United States of America.

1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, international PCT applications, foreign applications, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue

application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Director of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full rights to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants THE LAW OFFICES OF THEODORE P. CUMMINGS, LLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 10-9-09 Signature: Martha Cutright Sarra (SEAL)
Martha Cutright Sarra, Senior Counsel and
Assistant Secretary to The Kroger Co.

NOTARIZATION

State of Ohio)
County of Hamilton) ss.:

On this 9th day of October, 2009, before me, Martha Cutright Sarra personally appeared Martha Cutright Sarra, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Carrie A. Cortolillo
Notary Public

Notary Public's Printed Name: Carrie A. Cortolillo



CARRIE A. CORTOLILLO
Notary Public, State of Ohio
My Commission Expires
June 15, 2014