

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Tom Grimes	11/05/2009
Kahnh Mai	11/05/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Andrews Kurth LLP
<b>Street Address:</b>	1350 I Street, NW
<b>Internal Address:</b>	Suite 1100
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20005
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	60197682
Application Number:	60210747
Application Number:	09835529
Application Number:	09878232
Application Number:	11979421
Application Number:	11039849
Application Number:	10946618
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)662-2739
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202-662-2738
<b>Email:</b>	seanwooden@andrewskurth.com
<b>Correspondent Name:</b>	Sean Wooden
<b>Address Line 1:</b>	1350 I Street, NW

CH \$280.00 60197682

**501010035**

**PATENT**  
**REEL: 023490 FRAME: 0010**

Address Line 2: Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	151873-2ND-CONT
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NAME OF SUBMITTER:	Sean Wooden
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Total Attachments: 4 source=Assignment178376#page1.tif source=Assignment178376#page2.tif source=Assignment178376#page3.tif source=Assignment178376#page4.tif
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**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)**

1) Tom Grimes  
2) Khanh Mai

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

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

Name: Andrews Kurth LLP

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

Street Address: 1350 I Street

Suite 1100

City: Washington

State: DC

Country: United States

Zip: 20005

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

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

Execution Date(s) November 5, 2009

☒ 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)

60/197,682

11/979,421

60/210,747

11/039,849

09/835,529

10/946,618

09/878,232

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sean Wooden

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

Street Address: 1350 I Street, N.W.

Suite 1100

City: Washington

State: DC

Zip: 20005

Phone Number: 202-662-2738

Fax Number: 202-662-2739

Email Address: seanwooden@andrewskurth.com

**6. Total number of applications and patents involved: 7**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00**

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-2849

Authorized User Name Andrews Kurth LLP

**9. Signature:**

  
Signature

Sean Wooden

Name of Person Signing

11/09/09  
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

## **PATENT ASSIGNMENT**

WHEREAS, **Tom GRIMES**, residing at 66 Malhorta Court, Ottawa, Canada K1V1K2 and **Khanh MAI**; residing at 5525 Vicarage Walk, Alpharetta, GA 30005, (the "Assignors") are co-inventors and joint owners of the inventions, patent applications and patents set forth on Exhibit A hereto (collectively, the "Patents");

WHEREAS, **ANDREWS KURTH LLP**, a Texas limited liability partnership, with a principal place of business at 600 Travis, Suite 4200, Houston, Texas 77002 (the "Assignee") desires to acquire the entire right, title and interest of Assignors in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer, convey, deliver and set over to Assignee any and all interest that Assignors may own or claim to own in the inventions, patent applications and patents aforesaid comprising the Patents, for the United States and all foreign countries, and any reexamination and reissue or reissues of said Patents already granted and which may be granted on said applications, and any divisional, continuation and continuation-in-part applications claiming priority from the aforesaid applications, together with all additions thereto, substitutions therefor and modifications thereof, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignors if this assignment, sale and transfer had not been made; together with all claims for damages by reason of past infringement of said Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on applications as described above, to issue any and all letters patents of the United States or such foreign jurisdiction on said inventions or resulting from said applications or any divisional, continuation, continuation-in-part, reexamination and reissue applications thereof to Assignee of the entire interest therein, and hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed any agreement inconsistent herewith and will not execute any agreement inconsistent herewith without Assignee's consent; and Assignors hereby further covenant and agree that it shall, without any additional consideration, communicate with Assignee and its successors and assigns, any facts known to it respecting the inventions, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of the aforesaid inventions, patent applications and patents comprising the Patents in Assignee, its successors and assigns, execute all divisional, continuation, continuation-in-part, reexamination and reissue applications, make all rightful oaths and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to

prosecute, obtain and enforce proper patent protection for the Patents and related inventions in the United States and any foreign jurisdiction, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Agreed this \_\_\_\_\_ day of March, 2009.

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and has executed the referenced patent application on the 5<sup>th</sup> day of Nov 2009

Signature

STATE OF \_\_\_\_\_ ) ss

COUNTY OF \_\_\_\_\_ )

Assignor Tom GRIMES


On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Tom GRIMES, personally known to me – or – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument to be the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary's Signature

(Seal)

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and has executed the referenced patent application on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

  
Assignor Khanh MAI Signature

STATE OF \_\_\_\_\_ ) ss

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Khanh MAI, personally known to me – or – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument to be the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary's Signature

(Seal)

**EXHIBIT A**

<b><u>Country Name</u></b>	<b><u>Application Number</u></b>	<b><u>Filing Date</u></b>
U.S.A.	60/197,682	4/17/2000
U.S.A.	60/210,747	6/12/2000
U.S.A.	09/835,529	4/17/2001
U.S.A.	09/878,232	6/12/2001
U.S.A.	10/946,618	9/22/2004
U.S.A.	11/979,421	11/2/2007
U.S.A.	11/039,849	1/24/2005