

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Charles L. Ekstam	10/28/2009
RECEIVING PARTY DATA	
Name:	CD Patents, LLC
Street Address:	1412 Creek Trail Drive
City:	Jefferson City
State/Country:	MISSOURI
Postal Code:	65109
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5355860
Patent Number:	5746184
Patent Number:	6729310
CORRESPONDENCE DATA	
Fax Number:	(913)647-9057
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	Suite 1000
Address Line 4:	Overland Park, KANSAS 66210
ATTORNEY DOCKET NUMBER:	AGC/EKSTAM/G4/4155.008
NAME OF SUBMITTER:	Andrew G. Colombo
Total Attachments: 3	
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PATENT
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made effective as of this 28th day of October, 2010, by and between Charles L. Ekstam ("Assignor"), an individual having an address of 1230 Duane Swift Parkway, Jefferson City, Missouri 65109; and CD Patents, LLC ("Assignee"), a Missouri limited liability company having an address of 1412 Creek Trail Drive, Jefferson City, Missouri 65109.

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the patents and patent applications identified and set forth on Schedule A attached hereto (the "Patents"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Patents.

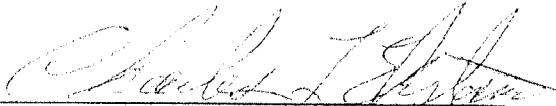
NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree:

1. Assignor hereby irrevocably sells or otherwise conveys, assigns, transfers, delivers and sets over to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Patents, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments with respect to any of the foregoing, including all claims against third parties for past, present or future infringement or misappropriation thereof or other conflicts therewith, and all rights to sue and recover for past, present or future infringement or misappropriation of or other conflicts with any of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and non-monetary assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Patents including, but not limited to, testifying as to any facts relating to the Patents assigned herein and this Assignment; (2) obtaining any additional protection for the Patents that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (3) otherwise effectuating and implementing this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri. Each of Assignee and Assignor hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the federal court of the United States of America sitting in the Western District of Missouri, and any appellate court thereof in any action or proceeding arising out of or relating to this Assignment or for recognition or enforcement of any judgment relating to this Assignment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court or, to the extent such court does not have jurisdiction, in any state court sitting in Missouri. Each of Assignee and Assignor agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

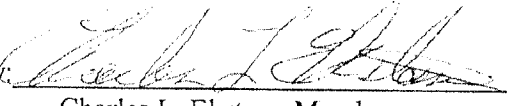
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized representatives as of the date first above written.

Assignor:


Charles L. Ekstam

Assignee:

CD Patents, LLC

By: 
Charles L. Ekstam, Member

Date: 10-28-09

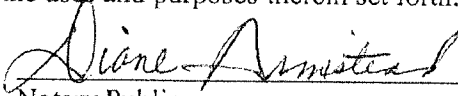
Date: 10-28-09

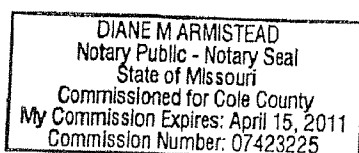
STATE OF Missouri)
County of Cole) ss.

On this 28th day of October, 2009, before me personally appeared **Charles L. Ekstam**, to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

My Commission expires:

4-15-2011
[SEAL]


Notary Public



**SCHEDULE A
PATENTS**

Country	Application/Patent No.	Status
AUSTRALIA	2002247168	Abandoned
AUSTRALIA	2005101054	Issued
AUSTRALIA	2008212010	Pending
BRAZIL	PI-0207628-4	Pending
CANADA	2,436,095	Pending
CANADA	2,108,391	Issued
CHILE	1577-2004	Pending
CHINA	02805235.8	Published - Notification to Grant Patent Right issued on April 17, 2009
COLOMBIA	03071561	Published
ECUADOR	03-4738	Pending
EUROPE	02714937.6	Published
HONG KONG	04102822.6	Pending
JAPAN	Application No. 2002-566107 Application Identification No. 503301060	Published
MEXICO	PA/a/2003/007409	Pending
NEW ZEALAND	532356	Abandoned
UNITED STATES	5,355,860	Issued
UNITED STATES	5,746,184	Issued
UNITED STATES	6,729,310	Issued