## PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Walter Paul Labys	03/20/2009

### **RECEIVING PARTY DATA**

Name:	Frederick S. M. Herz
Street Address:	1309 Smith Street
City:	Milton
State/Country:	WEST VIRGINIA
Postal Code:	25541

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7065528

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: REFH-0130

NAME OF SUBMITTER: Gina Clausz

**Total Attachments: 2** 

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PATENT REEL: 023594 FRAME: 0891 DOCKET NO.: REFH-0130

PATENT
Sole Inventor
(Issued Patent)

#### ASSIGNMENT

WHEREAS, I, Walter Paul Labys, hereinafter referred to as the assignor, residing at 965 Fairview Avenue, Salt Lake City 84105 am a joint inventor with Frederick S.M. Herz of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. REFH-0130, entitled PROFESSIONAL REFERRAL NETWORK, Application No. 10/201,794, filed July 24, 2002, which has now issued as U.S. Letters Patent No. 7,065,528; and

WHEREAS, Frederick S. M. Herz, hereinafter referred to as the assignee of 1309 Smith Street, Milton, WV 25541, is desirous of acquiring my entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under U.S. Letters Patent No. 7,065,528 and in, to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, including the full right to sue for and collect damages for past infringement of the same and for violations of provisional rights having arisen from any published application for any of the aforesaid Letters Patent. I further assign to and authorize said assignee to file in my name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said assignee, its successors, assigns, nominees, or legal representatives, and I agree to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said assignee, its successors, assigns, nominees or legal representatives.

**DOCKET NO.: REFH-0130** 

PATENT Sole Inventor (Issued Patent)

AND I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

3/20/2009	We P Lo	(L.S.)
Date	Walter Paul Labys	

STATE OF <u>Mfah</u>: : ss : ss

On this 20 day of March, year of 2009, before me personally came the above named Welter faul Labys to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

REENDA LABRUM

376 East 400 South, Suite 300
Satt Lake City, Utah 84111
My Commission Expires
Septomber 16, 2011

Notary Public

**RECORDED: 12/04/2009**