## Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Young Harvill	10/31/2009

### **RECEIVING PARTY DATA**

Name:	Pulse Entertainment, Inc.
Street Address:	620 Folsom Street
Internal Address:	Sutie 350
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107

#### PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	12099098	
Patent Number:	7355607	

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 345837-991123

NAME OF SUBMITTER: Timothy W. Lohse

**Total Attachments: 2** 

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## **CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 3 day of October 2009, Young Harvill residing in San Mateo, California ("Assignor"), to ensure that the assignment made effective January 14, 2003, and filed with the United States Patent and Trademark Office on February 19, 2003, at Reel/Frame 013762/0559, is completed, hereby sells, assigns, and transfers to Pulse Entertainment, Inc., a Delaware corporation ("Assignee"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

- 1. U.S. Patent 7,123,263 (the "Patent");
- 2. Patent Application Serial No. 10/219,041 filed on August 13, 2002, which issued as the Patent (the "Application");
- 3. All inventions claimed or described in any or all of the Patent or the Application (collectively, the "Inventions");
- 4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patent or the Application ("Potential Patents");
- 5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
- 6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, the Patent, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 7. The right to claim priority rights deriving from the Application;
- 8. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 9. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights.

Assignors will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignors request the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

By: (Young Harvill, Signature MUST be attested)

# **ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of Young Harvill to the above Confirmatory Assignment of Patent Rights on behalf of Young Harvill and makes the following statements:

- 1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 2. Young Harvill is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on <u>Oct 31</u>, 2009 to execute the above Confirmatory Assignment of Patent Rights on behalf of Young Harvill.
- 3. Young Harvill subscribed to the above Confirmatory Assignment of Patent Rights on behalf of Young Harvill.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 10/31/09 (date)

**RECORDED: 12/04/2009** 

Print Name: Breut Burgess