## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
N			lame	Execution Date	
David I. Dunthorn				11/25/2009	
RECEIVING PARTY DATA					
Name:	Next Holdings, Ltd.				
Street Address:	Level 3, 13-15 College Hill Road				
Internal Address:	Ponsonby P.O. Box 91383 AMSC				
City:	Auckland				
State/Country:	NEW ZEALAND				
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Patent Number: 53171					
CORRESPONDENCE DATA					
Fax Number: (404)815-6555					
Fax Number.(404)815-0555OCorrespondence will be sent via US Mail when the fax attempt is unsuccessful.OPhone:404-815-6500O					
Email: nedwards@kilpatrickstockton.com   Correspondent Name: John S. Pratt					
Address Line 1: 1100 Peachtree Street, Suite 2800					
Address Line 2: Kilpatrick Stockton LLP					
Address Line 4: Atlanta, GEORGIA 30309					
ATTORNEY DOCKET NUMBER:			58845-385281		
NAME OF SUBMITTER:			Nancy S. Edwards		
Total Attachments: 2 source=385281Assignment5317140#page1.tif source=385281Assignment5317140#page2.tif					

### <u>Exhibit A</u>

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement"), effective as of the execution date written below, is made by David I. Dunthorn ("Assignor"), an individual located in Oak Ridge, Tennessee, in favor of Next Holdings, Ltd. ("Assignee"), an Auckland, New Zealand company.

## $\underline{WITNESSETH}$ :

WHEREAS, pursuant to Section 3.1 of a certain Patent Purchase Agreement ("Patent Purchase Agreement"), dated <u>November 25, 2009</u>, by and among Assignor and Assignee, Assignor desires to transfer to Assignee the Patent (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

Assignor does hereby assign, grant, transfer, 1. Assignment of the Patents. contribute and deliver to Assignee the full, exclusive and entire right, title, and interest in and to U.S. Patent No. 5,317,140, issued May 31, 1994 and entitled "Diffusion-assisted position location particularly for visual pen detection," in and to any divisions, continuations, continuations-in-part, renewals and reissues thereof, and in and to all inventions and improvements disclosed and described therein, as well as any corresponding (in whole or in part) future United States or foreign patents and patent applications, and in and to the right to claim any applicable priority rights arising from the schedule patents and patent applications or otherwise required for said corresponding future Untied States or foreign patents and applications under the terms of any applicable conventions, treaties, statutes, or regulations (collectively, the "Patents"). Assignor hereby requests the Commissioner for Patents to issue any and all Patents to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives. All rights to the Patents, including, without limitation, the right to sue for any damages and other remedies in respect of any infringement of the Patents which may have occurred prior to the date of this Agreement shall be the sole property of Assignee and inure to the benefit of Assignee. Assignor further agrees that all necessary records of Assignor to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned Patents.

2. <u>Further Assurances</u>. Assignor agrees without any additional consideration therefor to sign all documents, execute all divisional, continuing, renewal, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for all said Patents in all applicable countries throughout the world.

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PATENT REEL: 023607 FRAME: 0301 3. <u>Successors and Assigns</u>. The terms and provisions of this Agreement and the respective rights and obligations of Assignor and Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

4. <u>Recordings</u>. An executed copy of this Agreement may be filed with the United States Patent and Trademark Office or in the patent office of any other country or region, as applicable, by Assignee or Assignor at any time.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered as of the execution date written below.

Dunthorn

Execution Date: November 25, 2009

US2008 979130.2

**RECORDED: 12/07/2009**