

2/10/10

FEB 10 2010

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/200)

02-23-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

ET

To the Director of the U.S. Pat.

103589636

documents or the new address(es) below.

1. Name of conveying party(ies)ADAPT4, LLC
605 North John Rodes Blvd.
Melbourne, Florida 32934Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) December 22, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: INVESTORS LIFE INSURANCE CORPORATION

Internal Address: _____

Street Address: 8 Sound Shore DriveSuite 285City: GreenwichState: ConnecticutCountry: USA Zip: 06830Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Attached sheet

B. Patent No.(s)

See Attached sheet

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Robert F. FrijoufInternal Address: Frijouf, Rust & Pyle, P.A.Street Address: 201 East Davis Blvd.City: TampaState: Florida Zip: 33606Phone Number: (813) 254-5100Fax Number: (813) 254-5400Email Address: frijouf@frijouf.com**6. Total number of applications and patents involved:** 12 (Twelve)**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 480.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment InformationDeposit Account Number 06-2120Authorized User Name Robert F. Frijouf**9. Signature:**

Signature

February 10, 2010

Date

Robert F. Frijouf

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

14

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 1460, Alexandria, V.A. 22313-1450

RECEIVED
CENTRAL FAX CENTER

FEB 10 2010

PATENTS AND APPLICATIONS

Serial Number: 10730753 Filing Date: 12/08/2003
Patent Number: 7,457,295 Issue Date: 11/25/2008
Title: Radio Communication System Employing Spectral Reuse Transceivers

Serial Number: 60432223 Filing Date: 12/10/2002
Patent Number: Issue Date:
Title: Link Utilization Mechanism For Secondary Use of A Radio Band

Serial Number: 60784105 Filing Date: 03/20/2006
Patent Number: Issue Date:
Title: Link Utilization Mechanism For Aggregation Of Disjoint Radio Bandwidth

Serial Number: 11687120 Filing Date: 03/16/2007
Patent Number: Issue Date:
Title: Techniques For Generating And Using A Reservation Map

Serial Number: 11532306 Filing Date: 09/15/2006
Patent Number: Issue Date:
Title: Spectral Use Transceiver-Based Aggregation Of Disjoint, Relatively Narrow Bandwidth (Voice) Channel Segments Of Radio Spectrum For Wideband RF Communication Applications

Serial Number: 11532338 Filing Date: 09/15/2006
Patent Number: 7,616,606 Issue Date: 11/10/2009
Title: Smart Frequency-Hopping Control Mechanism For Mitigating Against Triggering Silent Radio Squelch Circuits By Sub-Channel Transmissions From Spectral Reuse Transceiver

Serial Number: 11687130 Filing Date: 03/16/2007
Patent Number: Issue Date:
Title: Chime-In Protocol For Channel Access

Serial Number: Filing Date: 12/08/2003
Patent Number: Issue Date:
PCT Number: US0338857
Title: Radio Communication System Employing Spectral Reuse Transceivers

Serial Number: Filing Date: 03/16/2007
Patent Number: Issue Date:
PCT Number: US0706698
Title: Techniques For Generating And Using A Reservation Map

Serial Number: Filing Date: 03/09/2007
Patent Number: Issue Date:
PCT Number: US0706078
Title: Spectral Use Transceiver-Based Aggregation Of Disjoint, Relatively Narrow Bandwidth (Voice) Channel Segments Of Radio Spectrum For Wideband RF Communication Applications

Serial Number: Filing Date: 03/09/2007
Patent Number: Issue Date:
PCT Number: US0706095
Title: Smart Frequency-Hopping Control Mechanism For Mitigating Against Triggering Silent Radio Squelch Circuits By Sub-Channel Transmissions From Spectral Reuse Transceiver

Serial Number: Filing Date: 03/16/2007
Patent Number: Issue Date:
PCT Number: US0706697
Title: A Chime-In PROTOCOL For Channel Access

ASSIGNMENT OF PATENT APPLICATIONS

WHEREAS, Data Flow Systems, Inc. having a business address of 605 North John Rodes Blvd., Melbourne, Florida 32934 was the sole owner of the inventions and patent applications by virtue of assignments from the inventors to Data Flow Systems, Inc. as recorded in the United States Patent Office as set forth in APPENDIX A.

WHEREAS, ADAPT4, LLC, having a business address of 605 North John Rodes Blvd., Melbourne, Florida 32934 (hereinafter ADAPT4) had warranted itself to be the sole owner of the inventions and patent applications by virtue of an assignment from Data Flow Systems Inc. to ADAPT4, LLC as recorded in the United States Patent Office as set forth in APPENDIX B;

WHEREAS, ADAPT4, LLC, entered into a Security Agreement with Investors Life Insurance Corporation, having a business address of 8 Sound Shore Drive, Suite 285, Greenwich, Connecticut 06830 dated May 24, 2007 wherein ADAPT4, LLC pledged the inventions and patent applications to Investors Life Insurance Corporation as recorded in the United States Patent Office as set forth in APPENDIX C; and

WHEREAS, ADAPT4, LLC has defaulted under said Security Agreement with Investors Life Insurance Corporation dated May 24, 2007;

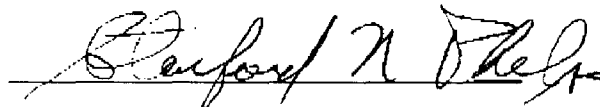
WHEREAS, said Security Agreement dated May 24, 2007 authorized Investors Life Insurance Corporation to appoint any officer or agent of Investors Life Insurance Corporation as a true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the ADAPT4, LLC for the purpose of carrying out the terms of said Security Agreement including but not limited to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party was the absolute owner thereof for all purposes.

WHEREAS, Investors Life Insurance Corporation has authorized and appointed Stan Phelps as lawful attorney-in-fact for the purpose of carrying out the terms of said Security Agreement by an action of the Investors Life Insurance Corporation set forth in APPENDIX C.

NOW THEREFORE, for and in consideration of the sum of \$1.00 in hand paid, the receipt of which is hereby acknowledged by ADAPT4, LLC, said ADAPT4, LLC by these presents does hereby sell, assign, and transfer unto the said Investors Life Insurance Corporation, all the right, title and interest in and to said invention and in and to said United States patent applications and in and to said PCT patent applications as set forth in and as recorded in the United States Patent Office as set forth in APPENDIX C; and all original and reissued patents granted therefore, and all divisions and continuations thereof, including the subject-matter of any and all claims which may be obtained in every such United States and foreign patent, and all of the entire right, title and

interest in and to apply for and obtain patents in countries foreign to the United States, and in and to any Letters Patent which may be granted thereon in such foreign countries, and authorize and request the Commissioner of Patents 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 said Letters Patent to said Investors Life Insurance Corporation, the successors, assigns, nominees or other legal representatives of said Investors Life Insurance Corporation, as assignee and owner of the entire interest of said Investors Life Insurance Corporation, and covenant that ADAPT4, LLC, I have full right to convey the entire interest herein assigned as authorized by said Security Agreement dated May 24, 2007 and that I will communicate to said Investors Life Insurance Corporation, the successors, assigns, nominees or other legal representatives of said Investors Life Insurance Corporation, all facts known to me respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing and reissue applications, make all rightful oaths and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when said Investors Life Insurance Corporation, the successors, assigns, nominees or other legal representatives of said Investors Life Insurance Corporation desire to file a disclaimer relating thereto I will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer, and I further covenant and agree that I will, at any time upon request, do everything legally possible to aid said Investors Life Insurance Corporation, the successors, assigns, nominees or other legal representatives of said Investors Life Insurance Corporation, either in the name of said Investors Life Insurance Corporation or my own name, to apply for, obtain and enforce proper patent protection for said inventions in all countries, including priority rights granted to patents in foreign countries according to the International Convention of 1883 and all the laws and treaties in force, all without further consideration but at the expense of said Investors Life Insurance Corporation, the successors, assigns, nominees or other legal representatives of said Investors Life Insurance Corporation.

The undersigned being warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statement may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed, declares that all statements made herein of my own knowledge is true and that all statements made on information and belief are believed to be true; and further declares the undersigned and is authorized by said Security Agreement and authorized by Investors Life Insurance Corporation to execute this Assignment on behalf of said ADAPT4, LLC and to sell, assign, and transfer unto the said Life Insurance Corporation, the interest set forth above.

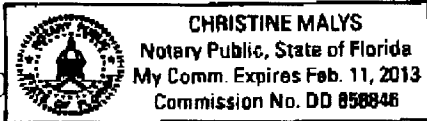


ADAPT4, LLC by its Duly Appointed
Attorney-In-Fact

STATE OF Florida)
) ss.
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 22 day of December, 2009, by the above affiant, who is personally known to me or who has produced a Drivers License as identification and who did take an oath, and who appeared before me at the time of notarization.

(SEAL)




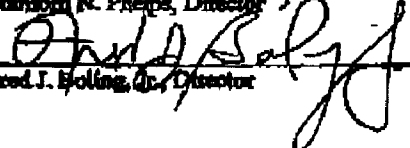
Christine Malys
Notary Public
My commission expires: 2-11-2013

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING
OF
INVESTORS LIFE INSURANCE CORPORATION
DECEMBER 1, 2009**

The undersigned, being the directors of INVESTORS LIFE INSURANCE CORPORATION, a Turks and Caicos Islands company (the "Company"), hereby declare that, when this consent has been signed, the following resolution shall be adopted to the same extent and shall have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolution:

RESOLVED, that Stanford N. Phelps is hereby authorized, on behalf of the Company, to act as the Attorney-in-Fact described and authorized in paragraph 6 of the Security Agreement, dated May 24, 2007, between Adepti, LLC and the Company, and to take all actions necessary and permitted pursuant to said Security Agreement as Attorney-in-Fact and the Secured Party defined in the Security Agreement.

IN WITNESS WHEREOF, the directors do hereby consent to the above actions as of the date first above written, by subscribing their signature to this Consent, and do hereby consent to the execution of this Written Consent in Lieu of Special Meeting as of the date first above written.


Stanford N. Phelps, Director

Fred J. Holling, Jr., Director

CL:\974931-2\Consent of Board of Directors 12.1.09