

03-03-2010



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To the Director of the U.S. Patent and Trademark Office, Attention: 103590425 documents or the new address(es) below.

1. Name of conveying party(ies)

HENRY HON, Timothy Hon, David Rorex,
Michael Bautista

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Simulat, Inc

Internal Address: _____

Street Address: 2626 Warring St.

City: Berkeley

State: CA

Country: USA Zip: 94704

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: HENRY HON

Internal Address: _____

Street Address: 2626 Warring St

City: Berkeley

State: CA Zip: 94704

Phone Number: 808-237-3595

Fax Number: _____

Email Address: Henry@simulat.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Henry Hon
Signature

2/1/10
Date

Name of Person Signing

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

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 1450, Alexandria, V.A. 22313-1450

2/17/10

U.S. PTO



12660001
021710

ASSIGNMENT

WHEREAS we, the undersigned inventors:

Henry Hon a citizen of the United States having a Post Office address of 2626 Warring St. Berkeley, CA and Timothy Hon a citizen of United States and having a Post Office address of 1093 60th St. Oakland, CA; and David Rorex a citizen of the United States having a Post Office address of 17 Santa Ana Pl. Walnut Creek, CA and Michael Bautista a citizen of United States and having a Post Office address of 1224 53rd St. B, Emeryville, CA;

hereinafter individually and jointly referred to as "ASSIGNORS" have invented a System and Method to Create a Collaborative Web-based Multimedia Layered Content with Recording and Selective Playback of Content and for which we have executed United States Patent Application filed on or about February __, 2010, and;

WHEREAS the Simulat, Inc a California corporation having a place of business located at 2626 Warring St Berkeley, CA hereinafter referred to as "ASSIGNEE" is desirous of acquiring the Patent Application and the invention(s) described therein;

NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, individually and collectively hereby agree to sell, assign, transfer, and convey and by these presents do sell, assign, transfer, and convey unto the ASSIGNEE, its successors, and assigns, our entire right, title, and interest in and to the invention(s) described in the Patent Application for the territory of the United States and its possessions and territories and for the territory of all foreign countries worldwide; in and to the Patent Application and all related United States, international, and foreign patent applications that claim an invention disclosed in the patent application referenced above, including provisional, non-provisional, divisional, continuation, Patent Cooperation Treaty, and foreign national and regional phase patent applications, together with all rights of priority created by such patent applications under any international treaty or convention relating thereto; and in and to all United States and foreign patents that may be granted from any of the aforementioned patent applications, including any extensions, reissues, and reexamination certificates thereof; such invention(s), applications(s), and patent(s) to be held and enjoyed by the ASSIGNEE, for the ASSIGNEE's own use and benefit, and for that of the ASSIGNEE's successors and assigns, until the end of the full term or terms for which such patent(s) may be granted, as fully and entirely as the same would have been held by the ASSIGNORS had this sale, assignment, transfer, and conveyance not been made.

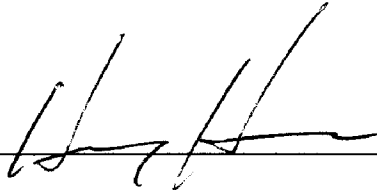
ASSIGNORS authorize the ASSIGNEE or the ASSIGNEE's representative to insert the application number and filing date of this application into this Assignment if they are unknown at the time this Assignment is executed.

Each of the ASSIGNORs agrees that, when requested, (s)he will, without charge to the ASSIGNEE but at his or her own expense, sign all papers, take all rightful oaths, make all rightful declarations, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents or other forms of protection for the invention(s) in any and all countries, and for vesting title thereto in the ASSIGNEE or its successors or assigns.

Each of the ASSIGNORs agrees to communicate to the ASSIGNEE or its representatives any facts known to the individual ASSIGNOR respecting the invention(s) and, when requested by the ASSIGNEE and at its expense, will testify in any legal proceedings, and generally do everything possible to aid the ASSIGNEE, its successors, assigns, and legal representatives, to obtain and enforce protection for the invention(s) in any and all countries.

ASSIGNORs agree that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose, and more particularly, in proof of the right of the ASSIGNEE, or its successors, assigns, and legal representatives to apply for patent or other protection for the invention(s), and to claim the benefits of the right of priority provided by any relevant international treaty or convention relating to any of the aforementioned patent applications.

Each of the ASSIGNORs covenants with the ASSIGNEE, its successors, assigns, and legal representatives, that to the best of the individual ASSIGNOR's knowledge, the right, title, and interest herein conveyed by the individual ASSIGNOR to the ASSIGNEE are free and clear of any encumbrance and that the individual ASSIGNOR has the right to sell, assign, transfer, and convey the same.

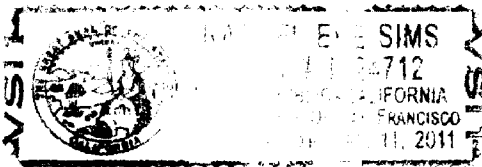
Signed 

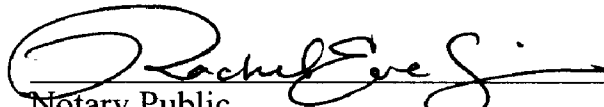
2/11/10
Date

State of: California

County of: Alameda

This 11th day of February, 2010, Henry Hon personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that (s)he executed the same of his or her own free will for the purposes set forth therein and that (s)he intends to be legally bound thereby.




Notary Public

My Commission Expires: 2/11/11

Signed [Signature]

2/11/10
Date

State of: California

County of: Alameda

This 11th day of February, 2010, Timothy Han personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his or her own free will for the purposes set forth therein and that he intends to be legally bound thereby.



[Signature]
Notary Public

My Commission Expires: 2/11/11

Signed [Signature]

2/11/10
Date

State of: California

County of: Alameda

This 11th day of February, 2010, David Rorex personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his or her own free will for the purposes set forth therein and that he intends to be legally bound thereby.



[Signature]
Notary Public

My Commission Expires: 2/11/11

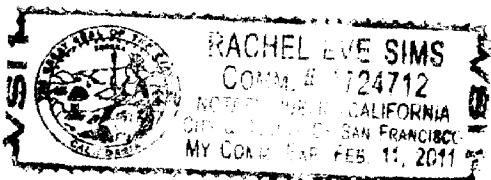
Signed *[Signature]*

2/11/10
Date

State of: California

County of: Alameda

This 11th day of February, 2010, Michael Bautista personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that (s)he executed the same of his or her own free will for the purposes set forth therein and that (s)he intends to be legally bound thereby.



[Signature]
Notary Public

My Commission Expires: 2/11/11