### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Upex, LLC	03/16/2010

### **RECEIVING PARTY DATA**

Name:	Upex Holdings, LLC
Street Address:	7000 Hampton Center, Suite G
City:	Morgantown
State/Country:	WEST VIRGINIA
Postal Code:	26505

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29343712

## CORRESPONDENCE DATA

Fax Number: (561)625-6572

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 561-625-6575

Email: uspatents@mspatents.com
Correspondent Name: McHale & Slavin, P.A.
Address Line 1: 2855 PGA Boulevard

Address Line 4: Palm Beach Gardens, FLORIDA 33410

ATTORNEY DOCKET NUMBER: 3315U.006

NAME OF SUBMITTER: Michael A. Slavin

Total Attachments: 2

source=3315U006ExecutedAssignment2#page1.tif source=3315U006ExecutedAssignment2#page2.tif

OP \$40.00 2934

PATENT REEL: 024087 FRAME: 0790

## **ASSIGNMENT**

	Address:	7000 Hampton Center, Suite G		V 14
	City:	Morgantown	State/Zip:	WV 26505
ASSIGNEE:	Upex Hold	lings, LLC		
	Status:	a Florida Limited Liability Com	pany	
	Address:	7000 Hampton Center, Suite G		
	City:	Morgantown	State/Zip:	WV 26505

WHEREAS, the Assignor having made the above invention and filed application for Letters Patent of the United States thereon, and the Assignee is desirous of acquiring the same. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignors' right, title and interest in and to the invention and the patent application therefore identified herein and to any divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, improvements and all patents which may evolve therefrom;

**NOW**, **THEREFORE**, Assignor, intending to be legally bound, hereby assigns, transfers and delivers unto Assignee, its successors, legal representatives and assigns, all rights, title and interest in, to and under the Patent Application, including all other rights associated with the invention, including, without limitation, the right to sue for and collect damages for any past infringement of the Patents, and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the inventions based upon the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the invention to the full end of the term or terms for which the Patents may be granted, as fully and entirely as the same would have been held by the undersigned Assignor had this Agreement not been made; and specifically including all rights of priority created by the Patent under any treaty, convention or law relating thereto.

Assignor agrees, when requested, to carry out in good faith the intent and purpose of this Agreement, to execute and deliver to Assignee, all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the inventions; all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee all facts known to

Page 1 of 2 Assignment of U.S. Patent Application

> PATENT REEL: 024087 FRAME: 0791

Assignor relating to the invention and the history thereof; and generally do everything possible which Assignee shall consider desirable for vesting title to the invention in Assignee, and for securing, maintaining and enforcing proper patent protection for the inventions; the Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefore, but without any expense to Assignor.

Date: 3/16/10

RECORDED: 03/16/2010

Inventor:

Bradley T. Harris, Manager

T. Bradentheers

STATE OF \[
COUNTY OF \_

COUNTY OF Jalm Ocach

Before me this lum day of Nech 2010, personally appeared Bradley T. Harris, in his capacity as Manager of Upex, LLC, the above-named individual, known to be the person described in, and who executed the foregoing assignment instrument and acknowledged to me that he executed the same on his own free will for the purpose therein expressed.

Notary Rublic

Personally known or Product Identification

Type of Identification Produced

JENNA MARIE RUGGIRIO

MY COMMISSION # DD561684

EXPIRES: June 8, 2010

(407) 398-0153

Plorida Notary Service.com

Page 2 of 2 Assignment of U.S. Patent Application

> PATENT REEL: 024087 FRAME: 0792